



RFQ # 20-14

## REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES

New Fire Station Headquarters

Phil Wartel  
Chief Procurement Officer  
Greenfield City Hall  
14 Court Square  
Greenfield, MA 01301  
Phone: 413-772-1569

**PROPOSALS DUE: April 15, 2020 at 2:00 PM**

(Legal Advertisement)

The City of Greenfield is soliciting qualifications for professional Designer Services relating to the design and construction of a new Fire Station Headquarters, to be located in Greenfield, MA per M.G.L. c7§ 38A1/2-O.

The initial contract will be for design services through and including solicitation of public bids. Subject to receipt of construction bids, the City **may** elect to extend the design services through construction and closeout.

Applicants should demonstrate a record of successful experience with projects of this magnitude, and more importantly with the design of similar facilities in Massachusetts in the recent past.

~~A Pre-Submittal Site Visit is planned for Monday, March 30, 2020 at 1:00 PM starting at the Greenfield Fire Station, located at 412 Main Street, Greenfield, MA 01330.~~

As of 10:00 a.m. on Wednesday, March 25, 2020 copies of this RFQ 20-14 for Fire Station Designer may be obtained from the City of Greenfield website at [www.Greenfield-ma.gov](http://www.Greenfield-ma.gov) under "Departments", "Purchasing", "Active Bids/RFQ/RFP" (<https://greenfield-ma.gov/p/1815/Current-FY-2020>) or electronically by contacting the Purchasing Department of the City of Greenfield at [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov) or by calling Phil Wartel at 413-772-1569.

Sealed proposals will be accepted at the address below until the proposal deadline of Wednesday, April 15,, 2020 at 2:00 PM Eastern time. Late proposals will be rejected. Proposals will be opened and recorded. **City Hall has been closed due to the COVID-19 crisis, please send all submissions to the address below.**

The City of Greenfield reserves the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel bid prior to the time of opening; to make awards in a manner deemed best to the City; to correct any award erroneously made as a result of a clerical error on the part of the City.

**Phil Wartel, CPO  
c/o CMS, Inc.  
270 Main Street  
Marlborough, MA 01752**

## I. GENERAL INFORMATION

The City of Greenfield, Massachusetts ("Owner", or "City"), is soliciting proposals from design firms for the construction of a new Greenfield Fire Headquarters, on a parcel of City-owned land, located between Riddell and Beacon Streets near the intersection of Federal Street, in the City of Greenfield, MA 01330. The Project has an estimated construction cost of \$9.5 - \$10.5 Million.

An assessment of the current fire station was completed in 2013 by a consulting architectural firm that resulted in the following conclusion:

*"The original fire station building is no longer viable in its current configuration. Problems include lack of size and space for apparatus and all other fire (firematic) and rescue operations. The site is far too small for relevant renovation or expansion and does not support land acquisition on any side. The lack of space in the bays poses a safety concern due to proximity of apparatus to each other and to the structure. The lack of space also requires that some apparatus be stored outside which hinders response and separates the operational functions of the fire station.*

*Building issues include outdated infrastructure and systems and the building does not meet the Americans with Disabilities Act (ADA) guidelines for accessibility or compliance. Any renovation and/or additions would trigger ADA compliance which would not be cost effective and would be extremely difficult to enact. As a public building it is classified as a Title II facility under the Federal Law and Massachusetts ADA guidelines."*

The selected designer on the initial project will represent the Owner during the feasibility study and schematic design phases of the project for a new Fire Station on Riddell Street, extending south to Beacon Street. The new facility will be designed to current codes, ADA standards, be energy efficient and sustainable, be low-to-no maintenance and built for the next 50 – 75 years The City wishes it to be LEED certified and utilize the most up-to-date sustainability principles.

The new facility components that would comprise the Project include:

- Approximate Size: 24,000 GSF (Fire Station) + 2,000 GSF (EOC)
- Apparatus Bays: Estimated 5 Bays / Double Depth with Maintenance Bay, Training/Hose Tower and Mezzanine
- Bunking – Approximately 6-double Occupancy Rooms with 1-single Occupancy Room
- Firematic Equipment Storage and related spaces
- Administrative Offices for Department and related Fire Support Services
- Fire Fighter / EMS Support Rooms and Spaces

Due to a new library building project that will encompass the entire property on which the current fire station is now located, the fire station equipment and staff must move to a temporary location, which has yet to be identified. Therefore, the designer will be expected to advise the building committee when alternate locations are being considered. The basic options may involve estimation of renovation requirements and

associated costs, or recommending temporary build options and configurations for locations under consideration by the committee.

This request for design services is made per M.G.L. c7§ 38A1/2-O. The firm or individual selected for this project will have a demonstrated, proven ability to engage in this type project and provide the City with the guidance required to make informed choices in developing and carrying out this project.

## **II. INSTRUCTIONS TO APPLICANTS**

The City of Greenfield will accept proposals for design services relating to building the New Fire Station Headquarters as described above and herein. **City Hall has been closed due to the COVID-19 crisis; please send all submissions to the address below.** All proposals shall be delivered by 2:00 PM, on Wednesday, April 15, 2020, to the following address:

**Phil Wartel, CPO  
c/o CMS, Inc.  
270 Main Street  
Marlborough, MA 01752**

A total of one proposal marked as the Original and eight (8) copies of all proposals along with all required forms shall be submitted and shall be presented upon the letterhead of the firm or individual. Additionally, one electronic copy on flash-drive must be submitted. Envelopes must be sealed with the name of the bidder, the RFQ number and opening date clearly evident. All materials presented shall become the property of the City.

Questions regarding this Request must be in writing and must reference the RFQ number and issued date. Written addenda may be issued by the City to clarify or change specifications of the request. No verbal clarification will be valid. It is the responsibility of the Design Firms to make sure that all your contact information is on the bidders list in the Purchasing Department. All addenda are made available through the City's Website:

<https://greenfield-ma.gov/p/1815/Current-FY-2020>

**The Pre-Submittal Site Visit advertised prior to the Governor's order related to the COVID-19 virus, which was planned for March 30, 2020 at 1:00 PM has been cancelled.**

Qualifications will be evaluated by a Review Committee. Qualifications will be evaluated according to the Proposal evaluation criteria. Proposals ranked the highest based on criteria will be placed on a short list of recommended proposers. From this short list the Review Committee may elect select proposers to participate in an interview with the Review Committee. Finalists will then be ranked and evaluated, and the reasons for the ranking will be documented. The Committee will then enter into negotiations with the top ranked finalist for the contract price. If negotiations stall or do not move forward the Committee will enter into negotiations with the next highest



ranked finalist. The successful respondent will report to, and work with the Owners Project Manager, and any representative the City designates as Project Director.

The costs associated with the preparation and submission of documents, and participation in an interview that may be part of this process, is considered a part of the cost of doing business and as such will not be reimbursed, regardless of circumstances.

### **Owner Description**

The Owner will be the City of Greenfield. Any contract or agreement with the selected Designer will be with the City of Greenfield through the Purchasing Department. The principal contact with the City of Greenfield will be Robert Strahan, Chief, City of Greenfield Fire Department.

Applicants or potential applicants shall direct any questions and inquiries concerning this request, including questions concerning the proper form and scope of proposals responsive to this request, in writing, only to Phil Wartel, Chief Procurement Officer, who is the sole person designated by the City to respond to such inquiries. ([phil.wartel@greenfield-ma.gov](mailto:phil.wartel@greenfield-ma.gov))

### **Owner's Project Manager Role**

Construction Monitoring Services ("CMS") is a Marlborough, MA based Owner's Project Management firm that specializes in coordinating design and construction projects. CMS is the Owner's Project Manager (OPM) working directly for the City of Greenfield. CMS will be acting as The City of Greenfield's representative throughout the process and, along with internal City of Greenfield personnel will be involved with the selection and management of the Designer and Contractor(s) involved with the project.

### **Quality and Standards**

The Designer shall complete the services required in a prompt, continuous, and cooperative manner. Designer services shall be performed in conformance with applicable federal, state, and local laws, ordinances, and regulations.

### **Construction Budget**

The designer shall design in accordance with the set construction budget. Conformation will be confirmed through periodic estimates prepared by the designer (schematic design, design development and 90% construction documents). Additional cost estimates may be performed by the owner or its designee during the design. Adjustments to project scope for redesign efforts to meet the construction budget will be at the cost of the designer.

In the event the cost as estimated by the designer exceeds the construction budget, the OPM and Designer shall consult and recommend to the Owner appropriate revisions to the scope of work or the construction budget.

## **Design Schedule**

The anticipated designer schedule will be as follows:

Month/Year

- Program and Schematic Design Review:
- Project Design Development and Site Investigations:
- Construction Documents:
- Bidding:
- Construction\*
- Closeout\*

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Additional time will not be allowed for redesign to correct the design to match the budget.

\*if awarded, the Construction and closeout phases are not guaranteed and are subject to receipt of satisfactory bids and confirmation of funding.

## **Ownership of Documents**

All documents, including but not necessarily limited to, studies, designs, drawings, specifications, materials, and submissions prepared for the Project shall be the property of the Owner, and at the completion or termination of the designer services, original documents and electronic files shall be promptly turned over to the Owner. The Owner shall have all right, title and interest in such submissions, including any rights under copyright law, whether express or implied.

## **Comprehensive Professional & General Liability Insurance**

The designer shall carry Professional Liability Insurance with an insurance company satisfactory to the City of Greenfield so as to save the City harmless from any and all claims for damages arising out of bodily injury or destruction of property caused by accident resulting from the use of implements, equipment, or labor used in the performance of the contract or from any neglect, default, or omission or want of proper care, or misconduct on the part of the designer or for anyone in his employ during the execution of the work. Minimum coverage shall be as follows:

Professional Liability Insurance with a minimum of \$1,000,000 per claim.

General Liability Insurance with a minimum of \$1,000,000 per occurrence with \$3,000,000 aggregate, Umbrella/Excess Liability Insurance of \$1,000,000,

Workers Compensation – Statutory Employers Liability of 1,000,000 /\$500,000 /\$100,000.

The designer shall not cancel, change, or revise any insurance relating to this contract without at least thirty (30) days prior notice. Prior to the effective date of any such cancellation, the designer shall take out new insurance to cover the policies so canceled and shall provide certificates stating that such insurance is in effect.

The designer agrees to save, defend indemnify and hold harmless the City of Greenfield

against any and all suits, claims or liabilities of any name, nature or description arising out of or in consequence of the acts of its agents, servants or employees, in the performance of the obligations under this contract or by reason of its failure to fully comply with the terms of this contract, such indemnity to run to the City officers, Agents and employees of the City of Greenfield.

### **Feasibility Study & Conceptual Design**

The City, under separate agreement, completed a feasibility study / conceptual site plan with Pacheco Ross Architects, P.C., on February 20, 2019, a copy of which can be found in Appendix 1 of this RFQ.

### **Breach of Contract**

In the case of failure on the part of the designer to execute the work as per agreement, the City of Greenfield reserves the right to terminate the contract, satisfying its wants through another design firm, and the City of Greenfield may collect from the original designer any difference in price as a result of such failure on the part of the original designer. "Failure" shall be interpreted as meaning willful non-compliance of any item included in the specifications.

This contract may not be terminated for any other reason than that set forth in the above paragraph, unless by mutual consent of both parties to the contract, and then only if a minimum of thirty (30) days notice of intent to seek to terminate the contract is given in writing to all parties to the contract.

Exercise of the rights herein specified shall not impair or affect the City's right to recover the damages for breach of contract.

### **Contractual Liability**

Failure to perform when such failure is due to an act of God, public enemy, fire, strikes, labor difficulties, transportation embargoes, or other similar causes beyond the control of the designer, shall be good and sufficient reason for excuse from contractual liability.

### **Good Faith, Fraud, and Collusion**

The proposer hereby certifies that no officer, agent or employee of the City of Greenfield has a special interest in the RFQ; that the proposer is competing solely on their own behalf without connection or relationship with, or obligation to, any undisclosed person or firm; that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work (See Non-Collusion form). Non-Collusion Form must be executed and returned with proposal.

## **Acknowledgement of ADA and Section 504**

The City acknowledges the existence of the Americans with Disabilities Act (ADA) of 1990, & Section 504 of the Rehabilitation Act of 1973. The rights guaranteed within these Acts shall apply to this contract.

## **Interpretation of RFP Documents**

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed, faxed or emailed to all proposers on record as having requested the RFQ. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under this submission. All addenda as issued shall become part of the contract documents. Any addenda will be available from the City of Greenfield, either by website (<https://greenfield-ma.gov/p/1815/Current-FY-2020>) or in person, as noted in this RFQ.

## **Modification of Qualifications**

A proposer may correct or modify qualifications by written notice received by the awarding authority prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled with “RFQ 20-14 Designer Services – Fire Station Changes”. The name and address of the submitting designer should also be documented on the envelope.

After the receipt deadline, a proposer may not change any provision of the proposal. Minor informalities will be waived or the proposer will be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident.

## **Withdrawal of Qualifications**

Qualifications may be withdrawn prior to the time of receipt of qualifications, only on written request to the awarding authority. No proposer shall withdraw his qualifications within a period of ninety (90) days after the date set for the receipt of qualifications.

## **Unexpected Closures**

If at the time of the scheduled receipt deadline, the City of Greenfield is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, state of emergency, etc. the receipt of proposals will be postponed to the next normal business day at the time posted in the Request for Qualifications. Qualifications will be accepted until that date and time.

### III. GENERAL AND SPECIAL PROVISIONS

1. The City reserves the right to cancel this Request for Qualifications, or to accept or reject any and all qualifications, waive informalities, & to award contracts in the best public interest of the City.
2. All qualifications received become the property of the City of Greenfield.
3. The firm selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all qualifications and subsequent selection of an architectural firm shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
5. The successful firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).
6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of this contract.
7. Firms and/or individuals preparing qualifications may be asked to provide additional information and/or may be requested to make a presentation of their proposal.
8. Qualifications must be unconditional.
9. Selection shall be subject to additional discussions and/or negotiations based on qualifications received.
10. The City of Greenfield is an equal opportunity employer. Women and minority owned businesses are encouraged to apply.
11. Applicant must fill out DSB form and submit with RFQ package, see attached.
- 12. Each Prospective consultant's qualifications shall include a letter of transmittal not to exceed one (1) page, signed by an individual(s) authorized to bind the prospective Consultant contractually. This letter must state that the Qualifications will remain valid for 90 days from the date of submission of the Qualifications and thereafter until the prospective consultant withdraws it, a contract is executed: or the procurement is terminated by the City, whichever occurs first.**

The transmittal letter shall include the name, title, address and telephone number of one or more individuals who can respond to request for additional information and also, of one or more individuals who are authorized to negotiate

and execute a contract on the prospective consultant's behalf, if applicable.

### **Selection Date**

It is expected that if it is determined that interviews will take place, it will be as soon as possible, when the building committee can convene.

### **Bid Rejection**

The City of Greenfield may reject any bids in accordance with M.G.L. c. 7.

### **Questions**

Questions should be submitted no later than 7 (seven) days prior to the qualification due date. All questions should be sent in writing or via email to: Phil Wartel, Chief Procurement Officer, 14 Court Square, Greenfield, MA 01301, or at [phil.wartel@greenfield-ma.gov](mailto:phil.wartel@greenfield-ma.gov)

All questions of substance will be answered via email to all known prospective applicants and as an addendum posted to the Procurement website. NO TELEPHONE CALLS PLEASE.

### **Governing Law**

The contract shall be governed by the laws of the Commonwealth of Massachusetts.

### **Faxes**

Faxes of RFQ responses WILL NOT be accepted.

## **IV. SUBMISSION REQUIREMENTS**

Each RFQ must include (at least one original) of the following:

1. Standard Designer Application form
2. Collusion or Fraud Statement
3. Tax Certification Affidavit
4. Executed designer/OPM cooperation form

### **Fee Proposal**

If the City elects to do so, the City, through the Mayor, may negotiate a fee for the extension for professional services rendered hereunder for construction and closeout. Fee proposals are not to be submitted with the RFQ. The City intends to enter into negotiation with the top ranked firm.

## **V. SCOPE OF WORK**

Basic Services include, but are not limited to cost estimating, architecture, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, environmental permitting, graphics, lighting design, acoustics, data and communications, and specialty consultants (including but not limited to commissioning, accessibility, energy evaluations and other peripheral matters),

preparation of construction documents, bidding and administering the construction, contract documents and other design and consulting services incidental and required to fulfill the project goals. The Designer's efforts shall include the following:

### **Programming**

- a) Familiarize yourself with the conditions and programming of the existing facility and the new intended building site located between Riddell and Beacon Streets.
- b) Review information already obtained by the OPM and The Owner with regards to expectations of the new facility.
- c) Participate in the selection and assessment of a temporary relocation site, and permanent site selection finalization.
- d) Meet and review program requirements provided by The Owner, including existing and projected personnel, furniture, furnishings and equipment. Establish specific project parameters and objectives.
- e) Review responsibilities, schedules and procedures.
- f) Interview designated personnel/departments to determine special operational and functional requirements and organize and/or attend focus groups as required.
- g) Prepare summary of interviews for review by The Owner.
- h) Review equipment usage and power, ventilation, storage and other requirements.
- i) Prepare a program summary report including statement of requirements, project schedule, and blocking/stacking diagrams.
- j) Review program summary with The Owner and incorporate revisions and concerns.
- k) Prepare a final program summary report. All information to be stored in a database with a spreadsheet executive summary clearly defining all The Owner's needs.
- l) Address shell/core maintenance issues.
- m) The scope of work will include periodic design review meetings occurring on a frequency necessitated by the project, inclusive of community meetings and presentations.

### **Schematic Design**

- a) Based on program summary report, develop and present space plans, including space allocations and adjacencies.
- b) Prepare preliminary design concepts and finish selections.
- c) Outline MEP&FP systems with respect to program requirements.
- d) Review space plans and pertinent code and regulations with local officials.
- e) Assist in the generation of the project budget, including a Schematic Level Project Estimate.
- f) Secure approval for design from The Owner.
- g) Review preliminary plans with the local Fire, Building Departments and local private and public utilities.
- h) Review schematic designs with the Owner for approval. The scope of work will include periodic design review meetings, inclusive of community meetings and presentations.

## **Design Development**

- a) Advancement from Schematic Design to Design Development shall be by written request of the Owner.
- b) Prepare and present final design development plans and details, fixing dimensions and provide details for the architectural, high efficiency electrical and lighting solutions.
- c) Develop color schemes that include all materials, finishes, colors, plans, and illustrations of the finished space. Provide finish boards.
- d) Provide printed plans and design information for preliminary pricing and review.
- e) Participate in value analysis as necessary to align scope to the budget.
- f) Revise Design Development documents as required to incorporate The Owner's needs and budget considerations.
- g) Review Design Development plans with the local Fire and Building Departments.
- i) Review progress drawings with the Owner for approval. The scope of work will include periodic review meetings, inclusive of community meetings and presentations.

## **Construction Documents**

- a) Progressing from Design Development to Construction Documents shall be by written authorization of the Owner.
- b) Based on the approved schematic design and comments from local fire and building officials, prepare all necessary demolition, architectural, structural, plumbing, electrical, mechanical, fire protection and site drawings necessary to obtain proper permitting and construction estimates.
- c) Coordinate all documents and specifications of all disciplines.
- d) Issue construction documents for Owner review.
- e) Prepare and issue Construction Documents for general contractor bidding per MA GL Chapter 149.
- f) Lead pre-bid conference, and respond to questions.
- g) Modify construction documents via addenda if necessary to reflect answers or changes resulting from questions from bidders.
- h) Review bid package for responsiveness and completeness
- i) Evaluate bids and make recommendation to The Owner. This may include reviewing bid packages and assisting in confirmation that the bid packages are complete.
- j) Review progress drawings with The Owner for approval. The scope of work will include periodic review meetings, inclusive of community meetings and presentations.

## **Should the City elect to move forward into Construction:**

### **Construction Phase**

- a) Attend weekly construction meetings with the Owner, contractor, OPM and related parties, make weekly site visits and provide weekly progress reports on all work completed.
- b) Make revisions and changes to drawings as necessary.
- c) Review shop drawings.



- d) Review and prepare change orders.
- e) Provide affidavits as required.
- f) Assist in generating punch-list.

## **Documentation**

- a) Upon project completion, provide The City of Greenfield and OPM with one complete set of as-bid documentation in AutoCAD version 2004 or higher for the contractor's use in developing complete as-built records.

## **VI. EVALUATION CRITERIA**

### **Comparative Evaluation Criteria**

The City of Greenfield will evaluate responses base on attributes that shall include, but not be limited to:

#### **a) Demonstrated experience in designing & overseeing completion of Fire Station construction, of similar size and complexity:**

*Highly Advantageous:* The applicant has at three (3) or more successful projects of similar size and scope to this project.

*Advantageous:* The applicant has two or three (2-3) or successful projects of similar size and scope to this project.

*Unacceptable:* The applicant has at no experience designing projects of similar size and scope to this project.

#### **b) Demonstrated history of working on public projects of similar size;**

*Highly Advantageous:* The applicant has at least five (5) years experience consulting with projects of similar size and scope to this project.

*Advantageous:* The applicant has at least three (3) years experience consulting with projects of similar size and scope to this project.

*Unacceptable:* The applicant has less than 3 years experience consulting with projects of similar size and scope to this project.

#### **c) Consulting Team;**

*Highly Advantageous:* The Designer includes consultants or in-house engineering disciplines and consultants that have successfully worked together in the area of Western MA.

*Advantageous:* The Designer includes some consultants or in-house engineering disciplines and consultants that have successfully worked together in the area of Western MA.

*Unacceptable:* The Designer has no experience with its engineering disciplines and consultants in the area of Western MA.

#### **d) Experience with prior clients, including reference comments to the following (rated 1-10):**

- I. **Worked as a team member**
- II. **Responded to Owner desires**
- III. **Met the schedule of design deliverables**
- IV. **Successfully designed to budget**

**V. Completeness of Bid & construction documents**

**VI. Would hire the firm again;**

*Highly Advantageous:* More than 5 repeat clients and/or all positive references

*Advantageous:* Less than 3 repeat clients and/or majority positive comments

*Unacceptable:* No repeat clients and/or less than a majority of positive comments.

**e) Experience in working with Owner focus/user groups during the entire design process;**

*Highly Advantageous:* Demonstrates expertise with numerous projects.

*Advantageous:* Demonstrates some experience and understanding.

*Not Advantageous:* Demonstrates no experience or understanding.

These attributes will be rated from information received in the proposal, reference checks and from any interviews held. The City reserves the right to seek project references outside of those provided by the respondents, if necessary. Any response that fails to specifically address each above-listed attributes, in order, will be rejected.

**VII. SUBMISSION**

**Criteria Overview**

- a) Indicate how you intend to coordinate this project including anticipated meetings, site visits, and list Project Team names including resumes or documentation from any consultants or engineers.
- b) List any like projects recently completed of similar type and/or scope to include square footage and construction cost information and schematics.
- c) Include a completed Massachusetts designer selection form.
- d) Include total construction costs and change order values per project.
- e) List your references.
- f) List the Subcontractors / subconsultants you plan to use.
- g) List your firm's current workload and how it may impact your ability to handle this project.
- h) List any other value added services.
- i) List any litigation your firm or any of its principals may have been involved within the past five years and specify the status and/or any results.
- j) Include the annual amount of architectural work your firm has performed over the past five years. Provide audited financial statements.
- k) Provide firm history working on "green" and/or LEED certified projects.
- l) The proposal shall not exceed 42(forty-two) pages (21 double sided), including the cover letter. This count includes all forms except for the DSB form.

**Cost Proposal**

**Do not include fees in the initial proposal.** The designer's fee shall not exceed the approved budget.

## EXHIBIT A

The City of Greenfield (the Owner) has appointed Construction Monitoring Services, Inc. (CMS) to observe the work and to have such other responsibilities as the Owner and CMS agree in writing. Designer confirms that they will:

- a) Cooperate with CMS in every way.
- b) Provide full access to all parts of the Project and the Work to CMS during normal working hours.
- c) Provide advance notice and invite CMS to all project meetings and subcontractor / subconsultant meetings concerning the project.

Designer will indemnify, defend and save CMS harmless from any claims, losses, costs or expenses, including attorney's fees and court costs, arising from any occurrence or matter including, but not limited to, the exercise of any agency on behalf of THE OWNER, undertakings and approvals authorized on behalf of Owner, personal injury, death and property damage, related to the conduct of the work including third party claims.

Until the Contractor has been given written notice to the contrary, CMS shall act as the Owner's representative in connection with the project. CMS shall attend regularly scheduled project meetings as well as all special project meetings of which it has been given adequate notice. Any action by CMS shall be binding upon the Owner. The Owner may, by written notice pursuant to the provisions of this Agreement, designate another representative to act on its behalf.

Accepted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

**CERTIFICATE OF NON-COLLUSION: REQUIRED FORM**

Pursuant to M.G.L. Ch. 30b, s10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**Certificate of Non-Collusion**

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of person submitting contract/bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to M.G.L. Ch.62c, s49A, I hereby certify, under penalties of perjury that to my best knowledge and belief that the undersigned bidder has filed all state tax returns and paid all state taxes required by law.

**Certificate of Tax Compliance**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
*Social Security Number or  
Federal Identification Number*

\_\_\_\_\_  
*Signature of Individual or  
Corporate Name*

\_\_\_\_\_  
*Corporate Officer  
(if applicable)*

**FORM FOR RFQ**

***Having fully examined, read, and in understanding of the specifications for this job and being familiar with all of the conditions surrounding the proposed work and or supplies, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this invitation to bid for the price stated below:***

Company Information:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

FID # \_\_\_\_\_

**Acknowledgement of Addenda #'s:** \_\_\_\_\_

**Signature for Individual**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name and Title of Individual Authorized to Sign

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

**Signature for Partnerships (must be signed by ALL general partners)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number of Company Offices Fax Number of Company Offices

\_\_\_\_\_  
Email

**Use additional sheet if necessary**

**Signatures for Corporation**

---

Name of Corporation	Date
---------------------	------

---

Printed Name and Title of Duly Authorized Company Officer Corporate Seal (affix below)	Signature
-------------------------------------------------------------------------------------------------	-----------

---

Telephone Number	Fax Number
------------------	------------

---

E-Mail Address	FID Number
----------------	------------

---

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? \_\_\_\_\_ President: \_\_\_\_\_

Treasurer: \_\_\_\_\_ Secretary: \_\_\_\_\_

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03? \_\_\_\_\_

<b>Commonwealth of Massachusetts</b>  <b>Standard Designer Application</b> <b>Form for Municipalities and Public</b> <b>Agencies not within DSB</b> <b>Jurisdiction (Updated July 2016)</b>		1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																									
				This space for use by Awarding Authority only.																																																																									
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3a.	Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																										
3b.	Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																										
3c.	Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																										
3d.	Name and Title Of Principal In-Charge Of The Project (MA Registration Required): Email Address: Telephone No.:		3. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/>																																																																										
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function - Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																													
<table border="0"> <tr> <td>Admin. Personnel</td> <td>( )</td> <td>Ecologists</td> <td>( )</td> <td>Licensed Site Profs.</td> <td>( )</td> <td>Other</td> <td>( )</td> </tr> <tr> <td>Architects</td> <td>( )</td> <td>Electrical Engrs.</td> <td>( )</td> <td>Mechanical Engrs.</td> <td>( )</td> <td>Acoustical Engrs.</td> <td>( )</td> </tr> <tr> <td>Chemical Engrs.</td> <td>( )</td> <td>Environmental</td> <td>( )</td> <td>Planners: Urban/R</td> <td>( )</td> <td>Civil Engrs.</td> <td>( )</td> </tr> <tr> <td>Civil Engrs.</td> <td>( )</td> <td>Fire Protection</td> <td>( )</td> <td>Specification Writers</td> <td>( )</td> <td>Code Specialists</td> <td>( )</td> </tr> <tr> <td>Code Specialists</td> <td>( )</td> <td>Geotech. Engrs.</td> <td>( )</td> <td>Structural Engrs.</td> <td>( )</td> <td>Industrial</td> <td>( )</td> </tr> <tr> <td>Construction Inspectors</td> <td>( )</td> <td>Interior Designers</td> <td>( )</td> <td>Surveyors</td> <td>( )</td> <td>Interior Designers</td> <td>( )</td> </tr> <tr> <td>Cost Estimators</td> <td>( )</td> <td>Landscapers</td> <td>( )</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Drafters</td> <td>( )</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>( ) Drafters</td> <td>( )</td> <td>( ) Landscapers</td> <td>( )</td> <td>( ) Total</td> <td>( )</td> <td></td> <td></td> </tr> </table>						Admin. Personnel	( )	Ecologists	( )	Licensed Site Profs.	( )	Other	( )	Architects	( )	Electrical Engrs.	( )	Mechanical Engrs.	( )	Acoustical Engrs.	( )	Chemical Engrs.	( )	Environmental	( )	Planners: Urban/R	( )	Civil Engrs.	( )	Civil Engrs.	( )	Fire Protection	( )	Specification Writers	( )	Code Specialists	( )	Code Specialists	( )	Geotech. Engrs.	( )	Structural Engrs.	( )	Industrial	( )	Construction Inspectors	( )	Interior Designers	( )	Surveyors	( )	Interior Designers	( )	Cost Estimators	( )	Landscapers	( )					Drafters	( )							( ) Drafters	( )	( ) Landscapers	( )	( ) Total	( )		
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																													



6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline. With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:

**CITY / TOWN / AGENCY**

**Prime Consultant**  
Principal-In-Charge

**Project Manager for Study**

**Project Manager for Design**

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/>  WBE <input type="checkbox"/>  SDVOBE <input type="checkbox"/>  VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/>  WBE <input type="checkbox"/>  SDVOBE <input type="checkbox"/>  VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b><u>ONLY</u></b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
<b># of Total Projects:</b>		<b># of Active Projects:</b>	<b>Total Construction Cost (In Thousands) of Active Projects (excluding studies):</b>		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

## APPENDIX 1

### Conceptual Design – New Fire Station





# **Town of Greenfield, MA**

## **Proposed Fire Station Facility Site Location Test Fit Beacon Street**

*February 20, 2019*

# **PACHECO ROSS ARCHITECTS, P.C.**

3 LEAR JET LANE, SUITE 205, LATHAM, NEW YORK  
12110 (518)765-5105 FAX: (518)765-5107



**PACHECO ROSS ARCHITECTS,  
P.C.**

**EMERGENCY RESPONSE FACILITIES**

February 21, 2019

Mayor Martin  
Town of  
Greenfield  
14 Court Square, 01301

Dear Mayor Martin,

Pacheco Ross Architects, P.C. (PRA) has recently been evaluating the Beacon Street/Riddell Street site as a new location for the Town Fire Department. To further our review, we have utilized work product from past assignments with the town. Some of this work product is enclosed, such as the programs for fire, police, EOC and the PSAP.

For your review, we have included various site layouts for this site that show a full public safety facility layout (Drawing S-4); a site layout for future addition of police, EOC and PSAP (Drawing S-3); a site layout for fire, EOC and PSAP (Drawing S-2); and fire department only, Drawing S-1.

We have included a portion of our 2013 report (assessments) that discusses the deficiencies of the current fire station and police facility. Lastly, we include an email dated 01/16/2019 that talks about construction budgets and value engineering in very broad terms.

This is the extent of our current assignment to date, although there is still some work scope left to value engineering some size and scope of the fire station to reduce the budget as stated in the email. Please note that it is critically important that we do not remove areas of the facility devoted to operations, training, living quarters, gender equity, cross-contamination protection or other vital areas of the facility.

It is also important to note that the possible State grant to be utilized for site cleanup, hazardous material abatement, demolition of existing buildings and stormwater management of the existing culvert and detention pond will not be able to reduce the cost of the building construction. What the possible grant monies will do is offset the cost required to make the site useable for a fire station or public safety facility.

Please let us know how you would like PRA to

proceed. Sincerely,

Dennis A. Ross, Vice President



## Table of Contents

*Town of Greenfield, MA Proposed  
Fire Station Facility Site Location  
Test Fit*

### **Beacon Street**

A – Assessment

Summary B – Programs

C – Site

Layouts D –

Budget



## Assessment Summary



# PACHECO ROSS ARCHITECTS, P.C.

## EMERGENCY RESPONSE FACILITIES

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### *Proposed Public Safety Facility Programming, Site Location and Existing Facilities Analysis*

**Greenfield, MA**

**Final Report July 24, 2013**

## **Executive Summary**

### **Existing Facilities Assessments**

PRA conducted a walk-through of the existing fire station and the existing police station with PSAP. This was a physical assessment of the site, building envelope, interiors, structure, mechanical, electrical, plumbing and sprinkler (MEP) and basic life safety. The purpose is to supply enough information for PRA to provide a professional recommendation whether either building can sustain selective demolition for renovation and/or addition(s). The assessment also serves to inform us if the programmed requirements could be utilized in a cost-effective manner on the site or use a portion(s) of the existing building to meet some of the program.

The original fire station building is no longer viable in its current configuration. Problems include lack of size and space for apparatus and all other fire (firematic) and rescue operations. The site is far too small for relevant renovation or expansion and does not support land acquisition on any side. The lack of space in the bays poses a safety concern due to proximity of apparatus to each other and to the structure. The lack of space also requires that some apparatus be stored outside which hinders response and separates the operational functions of the fire station.

Building issues include outdated infrastructure and systems and the building does not meet the Americans with Disabilities Act (ADA) guidelines for accessibility or compliance. Any renovation and/or additions would trigger ADA compliance which would not be cost effective and would be extremely difficult to enact. As a public building it is classified as a Title II facility under the Federal Law and Massachusetts ADA guidelines.

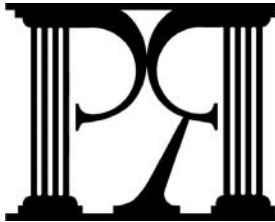
The existing Police station/PSAP is very undersized for its functions. Due to the convoluted special plan it does not provide a safe environment for the staff or public. The sally port and its connection to the building are unsafe. There are immediate hazards in the sally port such as open storage, it does provide a safe path of travel to a secure holding area and could pose a serious risk to the officers and staff if not soon corrected. The PSAP is too cramped and as the greeting point at the main entry for many public uses (such as permits or fines) the dispatchers are constantly being interrupted. The building was previously a medical facility built with light-duty conventional materials and would not sustain renovation or additions cost-effectively.

**Therefore, it is our professional opinion that all four major response functions, Fire, Police EOC and PSAP relocate to a single new facility designed to current codes, ADA standards, be energy efficient and sustainable, be low-to-no maintenance and built for the next 50 – 75 years.**

As a note, the Town and its surrounding area was hit hard and sustained much damage from Hurricane Irene in 2011. Just last week Hurricane Sandy narrowly missed portions of Massachusetts and Greenfield. These natural disasters are changing the nature of emergency response and the needs of your residents. It is our belief that emergency response facilities must be designed for ever changing response, flexibility and growth, training and new equipment needs. A new facility will enhance Greenfield's livability and value if this critical infrastructure is upgraded.



## Programs



# PACHECO ROSS ARCHITECTS, P.C.

## EMERGENCY RESPONSE FACILITIES

DAVID J. PACHECO, AIA – CA, CT, DE, NJ, NY, NC, RI, TN, TX, VT  
DENNIS A. ROSS, AIA – CO, CT, ME, MD, MA, MI, MO, PA, NH, NJ, NY, TN, VT,

### Town of Greenfield - Emergency Operations Center Program

(See Also [Master Fire Station Program Document](#))

Note: This document is a component of a larger programming effort and should only be used in conjunction with three other programs:

- 1) **Greenfield Fire Department Program**
- 2) **Greenfield Police Department Program**
- 3) **Greenfield 911 Dispatch Program**

Program Meeting Date: **July 31, 2012**

#### A General Information

- A1. Type of Entity: **City (2003) using designation of “Town” – Franklin County, MA**
- A2. Describe: EOC is replacing aged existing hardened facility. A feasibility study exploring a consolidated regional EOC is possible in the near future. EOC to be directly adjacent to and shared with the PSAP (dispatch) area. Located in Massachusetts’ Pioneer Valley, the Town of Greenfield, MA has a population of approximately 17,500 with a daytime transient surge increasing population to 31,000. Franklin County is included in the Springfield, MA federal Metropolitan Statistical Area. EOC will serve a regional population of 72,000. Franklin County natural disasters (13) are near the national average with 6 presidential declared major disasters and an additional 7 states of emergencies declared. Top natural disaster risks include tornados (29% greater risk than US average), floods, heavy storms, blizzards/winter storms, hurricanes, mudslides and high winds. Asset risks include Vermont Yankee nuclear power plant (13 miles), US Interstate 91, Routes MA 2, MA 2A, US 5 and US 10, Baystate Franklin Medical Center, VA Medical Center, Franklin County Jail, County Seat, District Attorney Offices, Massachusetts District and Franklin County Courts, Juvenile Courthouse, at least 8 colleges/universities within 35 miles, the central post office for the 013xx series of zip codes, Springfield Terminal railway lines N-S/ E-W junction (**including the East Deerfield freight yard less than 1 mile across the river**), Federal/State Armory, Western Mass Electric regional HQ and command center, Berkshire Gas distribution plant, Propane storage and mixing facility, Amerigas propane distribution facility, #2 fuel oil and gas storage facility, Chapman St. oil and propane storage facility, East-West portal for high speed fiber, Moore Dam, Harriman Dam, Bear Swamp Dam, and new Amtrak passenger station stop expected in 2013 for “Vermont” line service.
- A3. Federal Support Options:
  - A3.1. Grant Implications: Project may be eligible for USDA grant and loan assistance funding. Federal EOC grant program closed in 2011 and no program continuation is anticipated.

A4. Program Attendees

<u>Name</u>	<u>Title</u>
A4.1. <b>William “Bill” Martin</b>	<b>Mayor</b>
A4.2. Frederick “Rick” Clark	Public Safety Commissioner (1 of 5)
A4.3. <b>Michael Winn</b>	<b>Fire Chief</b>
A4.4. Robert Strahan	Deputy Fire Chief/EMD
A4.5. <b>Joseph “Joe” Burge</b>	<b>Police Chief</b>
A4.6. Christine Scott	Interim Dispatch Manager/ PD Mgmt. Assist.
A4.7. Dan McCarthy	Greenfield PD (Investigations)
A4.8. Todd Dodge	Greenfield PD (Patrol)
A4.9. <b>Jeff McElravy</b>	<b>Tecton Architects</b>
A4.10. David J. Pacheco	Pacheco Ross Architects, P.C.
A4.11. Dennis A. Ross	Pacheco Ross Architects, P.C.
A4.12. Mark A. Landon	Pacheco Ross Architects, P.C.

**B Emergency Operations Center Functional Activities**

B1. NFPA 1600 A5.7.2.5 Primary Emergency Operations Center? ☐ **Ye** –  
Montague Public Safety is back-up

B2. Types of operations: Assumed primary function is [Situation Assessment](#), [Overall Direction and Control](#), [Coordination](#), [Resource Management](#), and [Prioritization of Response](#)

B2.1. <b>Emergency Response to Disasters and Critical Emergencies</b>	<input type="checkbox"/> <b>Yes</b>
B2.2. <b>Planning and Coordination of Emergency Response</b>	<input type="checkbox"/> <b>Yes</b>
B2.3. <b>Disaster Recovery</b>	<input type="checkbox"/> <b>Yes</b>
B2.4. <b>Disaster Preparedness</b>	<input type="checkbox"/> <b>Yes</b>
B2.5. <b>Domestic Terrorism Planning</b>	<input type="checkbox"/> <b>Limited</b>
B2.6. <b>Mitigation</b>	<input type="checkbox"/> <b>Yes</b>

B3. Training:

B3.1. City **Yes**

B3.2. Regional/State **Yes (Especially with Vermont Yankee) Pandemic drills and exercises**

B3.3. Training Schedule: **Six per year**

B4. Permanently Staffed EOC: **No – Volunteer and Paid staff from Departments, ½ dozen to a dozen volunteers.**

B5. Nearest Equivalent EOC: **Springfield, MA; Amherst, MA (college)**

B6. Nearest Higher Level EOC: **Agawam, MA Mema Region 3-4, then Framingham**

B7. Location of companion secondary EOC: **Montague**



- B8. Number of Times in Last 5 Years a Facility of the Planned Type Would Have Been Activated: **15-20**

### C. Risk Threat Assessment

- C.1. Does an Existing Risk Threat Assessment Exist? **Yes**
- C.2. Do Site SLOSH Maps (Prepared by US Army Corps of Engineers) exist: **Unofficially but not up to date, due to last year's events.**
- C.3. Is the Site Above the 100 year flood plain (Freeboard +1 Foot) **Unknown**
- C.4. Is the Site Above the 500 year flood plain (Freeboard +1 Foot) **No**
- C.5. Is the Proposed Facility within the designated 2 mile Emergency Planning Zone (EPZ) of a nuclear power plant: **No**
- C.6. Is the Proposed Facility within the 10 mile EPZ of a nuclear power plant but outside the designated 2-mile EPZ: **No, but portions of the community may be. Response areas overlap**
- C.7. Is the Proposed Facility within 1 mile of a facility processing, transporting or storing hazardous materials: **Yes**
- C.8. Is the Proposed Facility within ½ mile of an Interstate: **To be determined based on new site.**
- C.9. Is the Proposed Facility within ½ mile of a location where hazardous materials are transported: **To be determined based on new site.**
- C.10. Will the EOC have a written plan and active training in place (minimally semi-annually and for all new personnel) to prepare individuals for dealing with airborne contaminants: **Yes, will have plan and training in-place.**
- C.11. Are Priority Federal or State Critical Facilities Located Within the Operational Zone of the EOC: **See Item A2**
- C.12. Will the EOC Space(s) be Shared with Other Activities in the Building: **PSAP**
- C.13. Describe the Expected Level of Ballistic Security in the EOC Facility: **Level 4 UL**
- C.14. Describe EOC Survivability Expectations: **Hazardous materials release, Withstand microburst (if possible), Consider design for F1 or F2 event, Reinforced box (not buried)**

### D. Miscellaneous

- D.1. **Also See Fire and Police Programs**
- D.2. Construction:
- D.3. Sprinklered:
- D.4. Full Generator: **Diesel – Category X**

Non-Combustible

Ye

Ye

### F Site

- F1. See Master Program

## **Emergency Operations Center (EOC)**

### **1 Incident Command Center Response Floor**

#### **1.1 Describe: Emergency Operations Center Central Command Floor**

##### **1.1.1 Fixed or Changeable Layout: Fixed/Changeable**

##### **1.1.1.1 General Layout Concept: Hybrid to allow both Marketplace and Mission Control layouts**

##### **1.1.1.2 Flooring: Carpet tile in EOC, Rubber tiles in PSAP**

##### **1.1.1.3 Space/ seating size: 20 people max capacity**

##### **1.1.1.3.1 Primary Personnel: 12 people**

##### **1.1.1.3.2 Support Personnel: 8 Additional**

##### **1.1.2 Comments: Remote FACP in PSAP/EOC area**

#### **1.2 EOC Stations (Incident Command Center Personnel): Describe: Client to Provide**

1.2.1

1.2.2

1.2.3

1.2.4

1.2.5

1.2.6

1.2.7

1.2.8

1.2.9

1.2.10

1.2.11

1.2.12

1.2.13

1.2.14

1.2.15

1.2.16

1.2.17

1.2.18

1.2.19

1.2.20

**1.3 Furnishings: Advanced A/V - Allow for future changing technologies with extra conduit and boxes**

1.3.1 FF&E: **Need communications desk in EOC (Radios, CPU w/ monitor)**

1.3.2 Conference Table: ☒ **Ye**

1.3.3 Projection Screen: **104"** ☒ **Ye**

1.3.4 Ceiling mounted projector ☒ **Ye**

1.3.5 Smart board system: **Accommodate**

1.3.6 White boards: **Wall Talkers Dry-Erase System** ☒ **Ye**

1.3.7 Status Board ☒ **Ye** Describe: **TBD**

1.3.8 Bulletin boards: ☒ **Yes** Number: **Two**  
Size and Number: **Assume 4'x5', Quantity (3)**

1.3.9 Wall Maps: ☐  
**Yes**  
Same as the 2 in PSAP plus a wind speed map

1.3.10 Multiple flat-panel monitors on wall ☒ **Ye** Number: **6-7**

1.3.10.1 **Dispatch Software Monitor (unit location)**

1.3.10.2 **Weather Channel Monitor**

1.3.10.3 **Local News Monitor**

1.3.10.4 **GIS Monitor**

1.3.10.5 **EOC Software "I-suite"/"Web EOC" Monitor**

1.3.10.6 **City Wide Camera Monitor**

1.3.10.7 **4x5 Status Board – with mapping for wind direction.**  
**Can be dedicated flat panel monitor**

1.3.11 Video conference capability ☒ **Ye**

1.3.12 Speaker system ☐ **N**

1.3.13 Conference table at head of room ☒ **Ye**

1.3.14 Weather Station: ☒ **Ye**

1.3.15 Other:

1.3.15.1 **Atomic Clock**

1.3.15.2 **Radio base station**

**1.4 Security Options:**

1.4.1 Shelter-in-place? ☒ **Ye**

1.4.1.1 Shelter in Place hold-time: \_\_min. **To be determined**

1.4.2 Fob access system ☒ **Ye**

1.4.3 **CMU walls or Cast-In-Place Concrete Walls**

1.4.4 Eliminate any exterior windows: ☒ **Ye**

1.4.5 Separate air handling system ☒ **Ye**

1.4.6 Redundant HVAC (Split-ductless system): ☒ **Ye**

1.5 Electrical:

1.5.1 Dedicated power supply ☒ **Ye**

1.5.2 Central UPS: **To be determined based on cost**

1.5.3 Lighting: **Multi level General Lighting and Task and perimeter**

1.6 Raised Floor: ☒ **Ye**

1.7 Adjacencies: **EOC**

1.8 Comments: **Separate secure entrance**

**2 Executive Session/Special Operations/ Incident Command Room**

2.1 Describe: **Special Operations for Tactical responses not handled on EOC floor, break-out room for executive session.**

2.2 Uses: **Conference, acts as PSAP quiet room & as small conference room for building**

2.3 Furnishings: **Conference table for twelve**

2.4 Coffee Counter: ☒ **Ye**

2.5 Adjacencies/Comments: **EOC Direct connection**

**3 EOC Break Room/Kitchenette**

3.1 Describe: **Down time and stress relief**

3.2 Equipment: **Refrigerator, sink, dishwasher, coffee pot, water cooler, microwave**

3.3 Seating Area: **6 people**

3.4 Size: **As needed**

3.5 Shared: **Yes with PSAP**

3.6 Adjacencies/Comments: **Exterior window - secure**

**4 EOC Lockers - Yes**

4.1 Number of lockers: **12**      Size: **1'x1'x30" double stack**

4.2 Size: **As needed**

4.3 Shared?: ☒ **Ye**      **Also have coat rack**

**5 HAM Radio Room**

5.1 Describe: **Space for amateur radio communications and public access radio station**

5.2 Number of Workstations: **Two**

5.3 Size: **8'x10'**

5.4 Adjacencies/Comments: **Close to Incident Commanders and EOC**

6 **EOC Office**

- 6.1 Describe: **Quiet place for EM director, if future EM director civilian then space for his/her office**
- 6.2 Size: **10'x12'**
- 6.3 Adjacencies/Comments: **EOC floor only**

7 **EOC Rest Room(s)**

- 7.1 Describe: **Male and female**
- 7.2 Shower: ☐ N
- 7.3 Size: **60 sq ft each**
- 7.4 Adjacencies/Comments: **EOC, share with PSAP**

8 **EOC Storage Room**

- 8.1 Describe: **4 metal closets for storage, Phone banks, Supplies, EOC spare equipment**
- 8.2 Size: **As needed**
- 8.3 Adjacencies/Comments: **EOC, If possible space for 30 road cones (otherwise off bay)**

9 **Red Cross Storage**

- 9.1 Describe: **Red Cross and Dept. of Public Health – monitoring equipment for Vermont Yankee**
- 9.2 Adjacencies/Comments: **Not directly off EOC, can be shared**

10 **EOC Secure Equipment Room**

- 10.1 Describe: **100 SF for critical computer systems and equipment**

11 **EOC/Data Center Mechanical, Electrical, Plumbing, HVAC, Alarm**

- 11.1 **See Also Master Fire Station Program and EOC Response Floor Section**
- 11.2 Fuel type: **Natural gas**
- 11.3 Redundant ☐ Yes Split ductless Systems: ☐ Yes
- 11.4 Fully Sprinklered:
- 11.5 Generator: **Yes**
  - 11.5.1 NFPA 110 Category X 48-96 hour: ☐ Yes
- 11.6 Electrical requirements:
  - 11.6.1 Dedicated service to EOC and PSAP: ☐ Yes

Other Notes: Include Police Armory in hardened box if possible. Press Room will be the Training Room described in the Master Program.

**Town of Greenfield, MA**  
**EOC Space Analysis**  
**10/4/12 Second Meeting**  
**10/12/12 Revisions Bold**  
**Italics**

Program Item		1st Floor Area	2nd Floor Area	Area All Floors	Cost Category	<sup>2</sup> <sup>1</sup> Basic Space	<sup>3</sup> Standard Space	Premium Space
	<b>Emergency Operations Centre (EOC)</b>							
1	Incident Response Command Floor		850	850	3			850
2	Executive Session/Special Operations		330	330	2		330	
3	EOC Break Room/Kitchenette - <i>Shared w/ PSAP in its Program</i>		0	0	3			0
4	Lockers/Coats		80	80	2		80	
5	HAM Radio: Closet, Use/Connection in Deputy Chief Office		80	80	2		80	
6	EOC Office		120	120	2		120	
7	Rest Rooms - M & F - Shared with PSAP in its Program		0	0	3			0
8	Storage Room		100	100	2		100	
9	Red Cross Storage (Shared Storage Elsewhere in Facility)		0	0	-			
10	Secure Equipment		100	100	2		100	
11	Mechanical/Electrical (Part of Fire Program)		0	0	-			
12	Press Room (Shared Training		0	0	-			
	<b>Subtotal - EOC</b>	<b>0</b>	<b>1,660</b>	<b>1,660</b>				
	<b>Public Safety Communications Centre (PSCC)</b>							
	Part of Police Program		0	0	-			
	<b>IT Department</b>							
	Part of Fire and Police Programs		0	0	-			
	<b>Public and Miscellaneous</b>							
	Part of Fire and Police Program		0	0	-			
	<b>Subtotal - PSCC/IT/Public</b>	<b>0</b>	<b>0</b>	<b>0</b>				
	<b>Miscellaneous</b>							
	Circulation @ 12%	0	199	199	2		199	
	Walls @ 10%	0	166	166	1	166		
	<b>Subtotal - Miscellaneous</b>	<b>0</b>	<b>365</b>	<b>365</b>				
<b>Note: All EOC functions will be on the same floor as PSAP and Police</b>						<b>166</b>	<b>1009</b>	<b>850</b>

**Totals >>**

<b>0</b>	<b>2,025</b>	<b>2,025</b>
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Town of Greenfield, MA Fire Department  
Space Analysis 9/27/12  
Second Meeting 10/12/12  
*Revisions Bold Italics*

Program Item		1st Floor Area	2nd Floor Area	Area All Floors	Cost Categor	1 Basic Space	2 Standard Space	3 Premium Space
	<b>Apparatus/Training</b>							
1.1	5 - Double-Deep (4-fold doors)	7,520		7,520	1	7520		
1.5	Maintenance Bay	1,320		1,320	1	1320		
D.1	Training/Hose Tower	200	200	400	1	400		
	<b>Subtotal - Apparatus</b>	<b>9,040</b>	<b>200</b>	<b>9,240</b>				
	<b>Firematic Support</b>							
1.9	Mezzanine 16 x 80		1280	1,280	1	1280		
2	Hose Storage Alcoves	128		128	1	128		
3	Storage Room #2	180		180	1	180		
4	Storage Room #3	144		144	1	144		
5	Work Room	100		100	1	100		
6	Firematic DeCon Laundry	270		270	2		270	
7	EMS Storage	100		100	1	100		
8	Air Room (SCBA & Oxygen)	225		225	2		225	
9	Turnout Gear Room <i>for 70 Lockers</i>	550		550	1	550		
10	Radio/Meter Room	120		120	2		120	
11	Watch Room	120		120	2		120	
12	Unisex Rest Room for Bays	56		56	2		56	
	<b>Subtotal - Firematic Support</b>	<b>1,993</b>	<b>1,280</b>	<b>3,273</b>				
	<b>Firefighters/EMT's</b>							
13	Firefighter/EMS Day Room	350		350	2		350	
14	Kitchen	250		250	3			250
15	Dining	250		250	2		250	
16	Exercise - <i>Shared with Police</i>	700		700	2		700	
17	Private Entry with Stai	180	180	360	2		360	
	<b>Subtotal - Firefighters/EMT's</b>	<b>1,730</b>	<b>180</b>	<b>1,910</b>				
	<b>Bunking</b>							
18	6 Doubles - Private Suite	650		650	2		650	
19	Lockers (Widened Corridor to Accommodate)	560		560	2		560	
20	4 Individual Baths	285		285	2		285	
21	Library/Study	120		120	2		120	
22	Housekeeping Storage	48		48	2		48	
	<b>Subtotal Bunking</b>	<b>1,663</b>	<b>0</b>	<b>1,663</b>				
	<b>Administration</b>							
23	Training Room - Shared with Police <i>-In Police Program</i>		0	0	2		0	
24	Training Room Storage - <i>In Police Program</i>		0	0	2		0	
25	Office #1 Chief w/ Closet		220	220	2		220	
26	Office #2 Captains/Lieutenants		280	280	2		280	
27	Shared Conference		150	150	2		150	
28	Office #3 Deputy Chief w/ Closet		180	180	2		180	
28A	Executive Assistant		180	180	2		180	
29	Office #4 Public Safety Commissioner		100	100	2		100	
30	EMS Office		120	120	2		120	
31	Fire Investigation Office		100	100	2		100	
32	Fire Prevention Office		180	180	2		180	
33	Work Space		100	100	2		100	
34	Records Storage		80	80	2		80	
35	Network/IT - Fire & Police - <i>In Police Program</i>		0	0	2		0	
36	Two Administration Rest Rooms - <i>I w/ Shower</i>		145	145	3			145
	<b>Subtotal - Administration</b>	<b>0</b>	<b>1,835</b>	<b>1,835</b>				
	<b>Public Spaces</b>							
38	Mechanical/Electrical - Entire Facility	600		600	3			600
41	Public Entry/Stair/Elevator/Lobby/Hand Pumper	625	400	1,025	2		1025	
42	Coat Area		80	80	2		80	
43	Community Room		800	800	2		800	
44	Community Room Storage		100	100	2		100	
45	Public Rest Rooms		160	160	3			160
46	Emergency Power	80		80	2		80	
	<b>Subtotal - Public Spaces</b>	<b>1,305</b>	<b>1,540</b>	<b>2,845</b>				
	<b>Miscellaneous</b>							
	Circulation - 8% 1st Flr & 15% 2nd Flr	535	755	1,291	2		1291	
	Walls @ 10%	1,627	504	2,130	1	2130		
	<b>Subtotal - Miscellaneous</b>	<b>2,162</b>	<b>1,259</b>	<b>3,421</b>		<b>13,852</b>	<b>9,180</b>	<b>1,155</b>

**Totals >>**

<b>17,893</b>	<b>6,294</b>	<b>24,187</b>
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Greenfield, MA - Public Safety Facility  
Space Needs Summary

Police Facility

New Programmed Area Name		Program Area
<b>1 .</b>	<b>Public</b>	
1.01	Vestibule	0 s.f.
1.02	Lobby	0 s.f.
1.03	Public Interview Room	100 s.f.
1.04	Licensing Room	100 s.f.
Subtotal:		200 s.f.
<b>2 .</b>	<b>Dispatch Center</b>	
2.01	Dispatch Center	720 s.f.
2.02	Dispatch Supervisor's Office	140 s.f.
2.03	Break Room (shared with EOC)	240 s.f.
2.04	Male Restroom	170 s.f.
2.05	Female Restroom	170 s.f.
2.06	Communications Equipment Room	200 s.f.
Subtotal:		1640 s.f.
<b>3 .</b>	<b>Records</b>	
3.01	Records Office	240 s.f.
3.02	Records Archive	300 s.f.
3.03	Central Photocopy	60 s.f.
3.04	Supply Storage	25 s.f.
Subtotal:		625 s.f.
<b>4 .</b>	<b>Training Room - shared with fire department</b>	
4.01	Training Room	800 s.f.
4.02	Supply Storage x2	100 s.f.
4.03	Furniture Storage	100 s.f.
4.04	Unisex Restroom	65 s.f.
Subtotal:		1065 s.f.
<b>5 .</b>	<b>Patrol Facilities</b>	
5.01	Shift Commanders' Office	400 s.f.
5.02	Report Preparation	180 s.f.
5.03	Roll Call/Squad Room	280 s.f.
5.04	Patrol Equipment Room (Jump Room)	140 s.f.
5.05	K-9 Locker	30 s.f.



Greenfield, MA - Public Safety Facility  
Space Needs Summary

Police Facility

New Programmed Area Name		Program Area
5.06	Weapons Cleaning	50 s.f.
5.07	Armory	65 s.f.
Subtotal:		1145 s.f.
<b>6 .</b>	<b>Court Prosecutor</b>	
6.01	Prosecutor's Office	140 s.f.
Subtotal:		140 s.f.
<b>7 .</b>	<b>Training</b>	
7.01	Training Office	140 s.f.
7.02	Training Storage	80 s.f.
Subtotal:		220 s.f.
<b>8 .</b>	<b>Bicycle Patrol</b>	
8.01	Bike Storage	80 s.f.
Subtotal:		80 s.f.
<b>9 .</b>	<b>Future Special Patrol Facilities</b>	
9.01	Future Office	120 s.f.
Subtotal:		120 s.f.
<b>10 .</b>	<b>Investigative</b>	
10.01	Detective Squad Room	480 s.f.
10.02	Interview Room	100 s.f.
10.03	"Soft" Interview Room	110 s.f.
10.04	Video Observation Room	60 s.f.
10.05	Computer Crime/Media Room	145 s.f.
10.06	Supply/equipment Room	80 s.f.
10.07	Lieutenant's Office	150 s.f.
Subtotal:		1125 s.f.
<b>11 .</b>	<b>Department Administration</b>	
11.01	Clerk's Office	120 s.f.
11.02	Finance Clerk's Office	120 s.f.
11.03	Administrative Assistant's Office	120 s.f.

Greenfield, MA - Public Safety Facility  
Space Needs Summary

Police Facility

New Programmed Area Name		Program Area
11.04	Reprographics/Work Area - in hall	0 s.f.
11.05	File Room	60 s.f.
11.06	Patrol Lieutenant's Office	150 s.f.
11.07	Administrative Lieutenant	150 s.f.
11.08	VIP's Office	150 s.f.
11.09	Chief's Secretary's Office	180 s.f.
11.10	Chief's Office	200 s.f.
11.11	Administrative Restroom	65 s.f.
11.12	Conference Room	280 s.f.
Subtotal:		1595 s.f.
<b>12 .</b>	<b>Technical Services (IT)</b>	
12.01	IT Storage	30 s.f.
Subtotal:		30 s.f.
<b>13 .</b>	<b>Staff Facilities</b>	
13.01	Male Restroom/shower	265 s.f.
13.02	Male Locker Room	820 s.f.
13.03	Female Restroom/shower	210 s.f.
13.04	Female Locker Room	180 s.f.
13.05	Break Room	180 s.f.
13.06	Fitness Center (Shared with Fire Department)	TBD s.f.
13.07	Union Office	65 s.f.
13.08	Mail Area	15 s.f.
Subtotal:		1735 s.f.
<b>14 .</b>	<b>Property and Evidence</b>	
14.01	Evidence Laboratory	160 s.f.
14.02	Evidence Receiving	80 s.f.
14.03	Evidence Storage	600 s.f.
14.04	Drug Storage	80 s.f.
14.05	Weapons Storage	40 s.f.
14.06	Bulk Found Property Room	500 s.f.
Subtotal:		1460 s.f.

Greenfield, MA - Public Safety Facility  
Space Needs Summary

Police Facility

New Programmed Area Name		Program Area
<b>15 .</b>	<b>Prisoner Processing</b>	
15.01	Sally Port (2-cruiser)	900 s.f.
15.02	Cruiser Supply Storage	50 s.f.
15.03	Processing Area	260 s.f.
15.04	Intoxilyzer Area	50 s.f.
15.05	Prisoner Restroom	65 s.f.
15.06	Custodial Closet	20 s.f.
15.07	Interview Room	100 s.f.
	Subtotal:	1445 s.f.
<b>16 .</b>	<b>Detention Facilities</b>	
16.01	Adult Male Cells(x4)	560 s.f.
16.02	Adult Female Cells (x1)	140 s.f.
16.03	Unisex Juvenile Cell (x1)	140 s.f.
	Subtotal:	840 s.f.
<b>17 .</b>	<b>Special Response Team (SRT) Facilities</b>	
17.01	Breifing Room	200 s.f.
17.02	SRT Armory	60 s.f.
	Subtotal:	260 s.f.
<b>18 .</b>	<b>Animal Control</b>	
18.01	Animal Control Storage	100 s.f.
	Subtotal:	100 s.f.
<b>19 .</b>	<b>Building Services</b>	
19.01	Custodial Closets	25 s.f.
19.02	Facility Maintenance Storage	100 s.f.
19.03	Boiler Room	TBD s.f.
19.04	Air Handling Equipment Room	TBD s.f.
19.05	Electrical Room	TBD s.f.
19.06	Generator Room	TBD s.f.
19.07	Tel/Data Head End Room	TBD s.f.
19.08	Tel/Data Distribution Closets	TBD s.f.
	Subtotal:	125 s.f.

Greenfield, MA - Public Safety Facility  
Space Needs Summary

Police Facility

New Programmed Area Name	Program Area
<b>Summation</b>	
Facility net area:	13,950 s.f.
Net to gross adjustment (30%)	4,185 s.f.
<b>Facility gross area total:</b>	<b>18,135 s.f.</b>



# PACHECO ROSS ARCHITECTS, P.C.

## EMERGENCY RESPONSE FACILITIES

### *Greenfield Fire Department Program*

Program Meeting Date: 7/31/12

Second Meeting: 10/12/12 Revisions underlined and italics

#### **A General Information**

A1. Type of Entity: **Town of Greenfield Fire Department (City Government)**

A2. County: **Franklin County**

A3. Program Attendees Second Meeting

Name

Title

A3.1. **William Martin, Mayor**

No

A3.2. **Michael Winn, Fire Chief**

Yes

A3.3. **Joseph Burge, Police Chief**

Yes

A3.4. **Robert Strahan, Deputy Fire Chief/EMD**

Yes

A3.5. **Christine Scott, Inter-Dispatch Manager**

No

A3.6. **Rick Clark, Public Safety Commissioner**

Yes

A4. Number of Companies or Departments involved: **One**

A5. Date of Dept monthly meeting: **NA**

A5.1. Drill: **NA**

A6. Town's Monthly Meetings: **3<sup>rd</sup> Wednesday of Month**

A7. Zoning: **To be determined based on site**

A8. Sustainable Design Options: **Very important – Town priority**

A8.1. LEED: **Yes**

.8.1.1. Level: Certifiable: **As high as possible**

A8.2. Special Notes: **Greenfield is 1<sup>st</sup> community in MA to adopt green initiatives**

#### **B Responders/Staff**

B1.1. Paid: **28 Firefighters - 32 Total**

B1.2. Administrative: **4**

B1.3. Volunteer: **20**

B1.4. Shifts: **4-7 each**

B1.5. Shift Change: **24 hr - 24 on, 24 off, 5 off**

B1.6. Firefighter: **Yes EMT: 21**

B1.7. Vehicle Staffing: **3 - initial engine**

B1.8. Members - male: **All** female: **One Administrative**

B1.9. Calls/year: **2,300** Fire/Rescue: **1,200** Other: **1,100** EMS **1<sup>st</sup> Response**

B1.10. Other Information: **Juvenile Fire Starter Program, 2-3 mental health clinicians once per week**

## **C Response**

C2. Types of response:

C2.1. Fire: **Yes**

C2.2. EMS: To be determined in future, make provisions for flexibility and growth

C2.3. Heavy Rescue: **Yes**

C2.4. HAZ MAT: **Yes - vehicle is State of MA apparatus**

C2.5. Water Rescue: **Yes** Ice Rescue: **Yes**

C2.6. Dive Team: **No**

C2.7. Other: May have walk-off area for transients and events (secure)

## **D Training: on duty groups – monthly drills**

D2. Tower: **Yes**

D2.1. Rappelling: **Yes**

D2.2. Stairs: **Yes**

D2.3. Roof Access: **Yes**

D2.4. Roof training: **Yes**

D2.5. Windows: **Yes-Bail**

**out** D2.6. Hose: **Yes**

D2.7. Confined Space: **Yes**

D2.8. Sprinkler: **Yes** Dry:

**Yes** D2.9. Blackout: **Yes**

D2.10. Maze: **Yes**

D2.11. Other Tower Uses: Hose Drying: **Yes** Winch: **2 Ton**

D2.12. Other Specialized Training: **Minimum 30' high standpipe, evolutions in stairwells & hose advancement**

D3. Mezzanine: **Yes**

D4. Active Training on the site

D4.1. Describe Uses: **Pump and aerial**

D4.2. Pad(s): **Yes**

D4.3. Apron: **Yes - ground ladder training**

D4.4. Apparatus Certification: **Yes-annual**

D4.5. Drafting: If we can capture rainwater and do pump test - discharge into stormwater area or back into tank

## **E Miscellaneous**

E1. Emergency Shelter: **No**

E2. Access control: **Yes**

E2.1. Electronic access: **Yes** Describe: **Fob - building wide**

E2.2. Vendor's access/drop off: **Yes - building wide or receptionist**

E2.3. Other fire companies utilize bays and certain building areas:

2.3.1. Mutual Aid: **Yes** Describe: **Two engines and one ladder**

2.3.2. Number of Vehicles: **Three** Personnel: **10-12**

E3. Other Activities/Issues:

E3.1. Lots of walk-in pedestrian traffic - need secure area for this.

E Site – To be determined by separate evaluation.

## *Operations/Response*

### **1 Apparatus Bays**

1.1 Number of vehicles: Now: **11** Future: **Space for future EMS-2 frontline ambulance, one spare**

1.1.1 Name: **E-1** Type: **Pump** Length: **31** Weight: **17.5** Capacity: **1000**

1.1.2 Name: **E-2** Type: **Pump** Length: **30.6** Weight: **17.3** Capacity: **750**

1.1.3 Name: **E-3** Type: **Pump** Length: **25.9** Weight: **16.9** Capacity: **750**

1.1.4 Name: **E-5** Type: **Pump** Length: **31** Weight: **16** Capacity: **750**

1.1.5 Name: **T-1** Type: **Tower** Length: **47** Weight: **35** Capacity: **250**

1.1.6 Name: **R-1** Type: **Rescue** Length: **26.6** Weight: **11.4**

1.1.7 Name: **B-1** Type: **Brush** Length: **19** Weight: **7.25** Capacity: **250**

1.1.8 Name: Type: **Haz-MAt** Length: **38'**

1.2 Specialty response (boats etc.)

1.2.1 Name: **Boat** Type: **Zodic** Length: **18.5**

1.2.2 Name: **Trailer** Type: **Kubota** Length: **17.8**

1.2.3 Name: **Pick up** Type: **GMC** Length: **18**

1.2.4 **Two command cars, one fire prevention vehicle and one future pickup**

1.2.5 Name: **Com Truck** Type: **Ford 450** Length: **20 feet**

- 1.2.6 Name: **Field Com** Type: **Sprinter Van** Length: **22 feet**
- 1.2.7 Can store outside - (2) 22 foot trailers and (1) 32' trailer
- 1.3 Type of bays:
  - 1.3.1 Number of Drive-through: **None - use them to respond in both directions**
  - 1.3.2 Number of Double deep: **Most**
  - 1.3.3 Number of Single deep: **None**
- 1.4 Total Number of Front Line: **Five - Four fire and one ambulance**
- 1.5 Maintenance Bay with shop sink: **Yes-Fire & police, currently DPW handles**
- 1.6 Wash: **in place**
- 1.7 Future expansion of bays: **Yes - EMS and one pickup**
- 1.8 Overhead doors: **May consider 4-fold doors at front**
  - 1.8.1 Front: Number: **Five** Width: **14'** Height: **14'**
  - 1.8.2 Rear: Number: **3-5 doors depending on final configuration**
- 1.9 Mezzanine: **Yes**
  - 1.9.1 Size: **As large as possible** Uses: **Training and storage**
- 1.10 Gear lockers: **60** Future: **10**
  - 1.10.1 Location: **Separate room, need electric strip for rechargeables**
- 1.11 Foam: **Yes** Type: **5 gallon - Class 'A'**
- 1.12 Trench drains: **Yes-centered in all bays**
- 1.13 Hose reels: **Yes** Type and Quantity: **75' hose on Hanay reels - two with hot & cold water, others cold only, assume minimum 4 reels. 2 front, 2 rear.**
- 1.14 Fume exhaust: **Plymovent**
- 1.15 Truck fills: **Yes**
  - 1.15.1 Wall hydrant: **Yes-one**
  - 1.15.2 Overhead: **Yes - one**
- 1.16 Electrical drops: **Yes**
- 1.17 Air drops: **Yes** Brakes: **Yes**
- 1.18 Compressed air for tools: **Yes**
- 1.19 Sink(s): **Yes- deep bowl**
- 1.20 Other equipment: **Ice machine and refrigerator, will need floor drain**
- 1.21 Comments/miscellaneous: **Colored sealed concrete in apparatus bay, slip resistant. Red light/green light go system for overhead doors, overhead fans throughout**



*Firematic Support*

2 **Hose Storage Room**

- 2.1 Use: **Hose Racks, 4 required for 1 3/4" and 2 1/2" hose**
- 2.2 Size: **4'x8'** each alcove, rooms with door not required
- 2.3 Security: **No**
- 2.4 Adjacencies/comments: **Near tower, floor drain**

3 **Storage Room #2**

- 3.1 Use: **Haz-Mat supplies, speedi-dry (pallets), bottled water (pallets), 30 traffic cones**
- 3.2 Size: **12'x15'**
- 3.3 Security: **No**
- 3.4 Adjacencies/comments: **Double door (6' opening)**

4 **Storage Room #3**

- 4.1 Use: **Portable generator, air reels, power washer**
- 4.2 Size: **12'x12'**
- 4.3 Security: **No**
- 4.4 Adjacencies/comments: **Double doors (6' opening)**

5 **Work Room**

- 5.1 Mechanic: **No**
- 5.2 Type of work: **Minor Repair**
- 5.3 Workbench: **Yes**
- 5.4 Tool storage: **Yes**
- 5.5 Power tools: **Drill press, bench grinder, arc welder**
- 5.6 Air: **80 gal compressor**
- 5.7 Water: **No**
- 5.8 Size: **10'x10'**
- 5.9 Security: **No**
- 5.10 Adjacencies/comments: **Adjacent maintenance bay**

6 **Firematic/EMS DeCon/Laundry**

- 6.1 Sink: **Yes with sideboards**
- 6.2 Gear Washer: **Daniels - Model uw60b2ou80001**
- 6.3 Gear dryer: **Roper-Model REX3635EW1**

- 6.4 Clothes washer: **Yes - Two** Clothes Dryer: **Yes - Two**
- 6.5 Drench/Eye Wash: **Yes**
- 6.6 Red Bag: **Yes**
- 6.7 Blood borne pathogens: **Yes**
- 6.8 Holding tank: **No**
- 6.9 Backboard cleaning: **Yes, hose bib with hot & cold water**
- 6.10 Shower: **Yes**
- 6.11 Size: **15'x18'**
- 6.12 Adjacencies/comments: **Exterior door, share with Police**

**7 EMS Storage**

- 7.1 Use: **EMS only, gloves, towels, bandages**
- 7.2 Size: **10'x10'**
- 7.3 Security: **Yes**
- 7.4 Adjacencies/comments: **Shelves all around, backboards, locked medicine cabinet(s)**

**8 Air Room (SCBA)/Oxygen**

- 8.1 Chemical, Biological, Radiological and Nuclear (CBRN): **Yes**
- 8.2 Use: **Cleaning and repair**
- 8.3 Size: **15'x15'**
- 8.4 Public access: **No**
- 8.5 Sink: **Yes** Counters: **4 complete sinks with 2 sideboards**
- 8.6 Air compressor: **Separate room for compressor, Scott - Model Revolver Air/Simple Air - compressor with remote fill station**
- 8.7 SCBA storage: **Yes** Air Bottles – Number & Size: **70 total -12 spares** Rack: **Yes**
- 8.8 Repair: **Yes**
- 8.9 Oxygen Storage: **Yes** Number of Cylinders: **12**
- 8.10 Vendor Access: **Yes-small room, secure**
- 8.11 Adjacencies/comments: **Per NFPA 1581, work counter, desk with computer and file. Use Geargrid bench with bottle storage, need fill whip to tower.**

**9 Turnout Gear Room**

- 9.1 Use: **Move existing GearGrid lockers**
- 9.2 Locker: **New lockers of size, color and type to match existing. See 1.10**
- 9.3 Size: **As needed**
- 9.4 Adjacencies/comments: **Floor drain and exhaust fan**

10 **Radio/Meter Room**

- 10.0 Use: Two desks with computers, meters-gas, continuous outlets, work bench, storage, rechargeable/repair
- 10.1 Size: **10'x12'**
- 10.2 Adjacencies/comments: **Locate as needed**

11 **Watch Room**

- 11.1 Use: **Two stations**
- 11.2 View control: **Yes -interior bays & exterior apron and road**
- 11.3 Seating requirements: **Two people with computers**
- 11.4 Door operation: **Yes-front and rear**
- 11.5 Traffic control: **Yes**
- 11.6 Bay lighting: **Yes**                      Outside Lighting: **Yes**
- 11.7 Internal paging system: **Yes**
- 11.8 Siren: **No**
- 11.9 Computer equipment: **Yes - flexibility for future stations and upgrades**
- 11.10 Closed Circuit TV, Phones, Weather Station: **Yes**
- 11.11 File cabinets: **Yes**
- 11.12 Console: **Yes**
- 11.13 Size: **10'x12'**
- 11.14 Adjacencies/comments: **Bays**

12 **Rest Room at Apparatus Bay**

- 12.1 Describe: **Single M/F**
- 12.2 Finishes: **Hard surfaces, hose bib, floor drain**

*Firefighters/EMT's*

13 **Firefighter's/EMS Day Room**

- 13.1 Describe: **Great Room - One area with kitchen, dining**
  - 13.1.1 Number of Seats/Type: **10 lounges**
- 13.2 Furnishings: **Small table - magazines**
- 13.3 Equipment: **TV**
- 13.4 Size: **As needed**
- 13.5 Adjacencies/comments: **Kitchen/Dining, direct path to bays**

14     **Kitchen**

- 14.1     Describe: **Open concept to dayroom**
- 14.2     Equipment: **All stainless steel, commercial grade**
- 14.3     Refrigerators: **One with freezer, side by side**
- 14.4     Food Storage: **One large cupboard for each shift**
- 14.5     Size: **250 sq ft**
- 14.6     Finishes/Materials: **Tile floor and walls to ceiling**
- 14.7     Adjacencies/comments: **6 burner stove, dishwasher, griddle, recycle bins**

15     **Dining**

- 15.1     Seating: **7-10**
- 15.2     Furnishings: **10 person table**
- 15.3     Size: **250 sq ft**
- 15.4     Adjacencies/comments: **Kitchen and dayroom**

16     **Exercise – Shared space with Police**

- 16.1     Equipment:
  - 16.1.1   Weights: **Yes**
  - 16.1.2   Cardio: **Yes**
  - 16.1.3   Universal: **Yes**
  - 16.1.4   Other: **Handrail, mirrors on one wall, blocking in all walls**
- 16.2     Size: **600-700 sq ft**
- 16.3     Adjacencies/comments: **Access to both departments**

17     **Private Lobby**

- 17.1     Describe: **Direct access to firefighter living and administrative areas.  
Close to staff parking.**

*Bunking*

18     **Bunk Room(s)**

- 18.1     Number: **Six Doubles, One is Officer's Bunk Room**
- 18.2     Location suite: **Create a bunking suite, quiet/private**
- 18.3     Furnishings: **Bed, sidetables, no desk, no wardrobe**
- 18.4     Size: **As needed**
- 18.5     Adjacencies/Comments: **Expansion for students from community college  
- up to 4 candidates, direct route to bays**

19     **Lockers**

- 19.1     Describe: **70 Lockers total**
- 19.2     Location: **In corridor near bunks, widen corridor to accomodate**
- 19.3     Lockers: Quantity: **40 full size and 30 half size**
- 19.4     Locker Size: **24"x24" to hold bedding**
- 19.5     Adjacencies/comments: **Either widen corridor enough to surface mount, or recess into wall with space behind to accommodate the lockers**

20     **Bath/Showers**

- 20.1     Describe: **Individual Rooms-4 rooms required**
- 20.2     Location: **Near bunks, part of suite**
- 20.3     Size: **As needed**
- 20.4     Adjacencies/comments: **sink, water closet and shower in each**

21     **Library/Study Room**

- 21.1     Seating: **Counter with 2-3 seats**
- 21.2     Computers/equipment: **Yes and wireless**
- 21.3     Size: **10'x12'**
- 21.4     Adjacencies: **Task lighting, quiet area, sound batting in walls**

22     **House Keeping Storage/Janitor**

- 22.1     Describe: **Storage, slop sink**
- 22.2     Size: **6'x8'**
- 22.3     Comments: **Broom/mop hanging, shelves, bulk storage, exhaust fan**

*Administration*

23     **Training Room – Shared with Police**

- 23.1     Seating: **Total 40 at training tables**
- 23.2     AV, TV, Screen, Lectern, whiteboard: **Yes**
- 23.3     Computer/communications: **Yes, several levels of lighting**
- 23.4     Size: **600 sq ft**
- 23.5     Adjacencies/comments: **Shared space with Police , wall divider, 20 each section when divided**

24 **Meeting Room Storage**

24.1 Use: **CPR, training aids, DVD, A/V, some chairs and tables**

24.2 Size: **10'x10'**

24.3 Adjacencies/comments: **Secure, cabinets and shelves**

25 **Office #1**

25.1 Describe: **Chief**

25.2 Furnishings: **Desk, files, 4 person table**

25.3 Size: **12'x15'**

25.4 Adjacencies/comments: Shared conference room between Office #1, Chief and #4 Deputy Chief, Small Closet

26 Office #2

26.1 Describe: Captains and Lieutenants

26.2 Furnishings: Four work stations total for eight people to share

26.3 Size: 280

26.4 Adjacencies/comments: Private lobby & other administrative areas, files for each person

27 Shared Conference Room

27.1 Describe: Chief and Deputy Chief with access from each office

27.2 Furnishings: Table with seating for six

27.3 Size: 10'x15'

27.4 Adjacencies/comments: Also door to corridor

28 **Office #3**

28.1 Describe: **Deputy Chief**

28.2 Furnishings: **Desk, files, 4 person table**

28.3 Size: **12'x15'**

28.4 Adjacencies/comments: **Private lobby and all other administrative areas, Shared conference room between Office #1, Chief and #4 Deputy Chief, Small Closet**

28A Executive Assistant

28.5 Describe: Works for Chief and Deputy Chief

28.6 Security: Yes

28.7 Size: 12'x15'

28.8 Adjacencies/comments: Closet w/ shelves for Quartermaster, 8 file cabinets, book shelves, close to work area

29     **Office #4**

- 29.1   Describe: **Public Safety Commissioner**
- 29.2   Furnishings: **Desk, file cabinets**
- 29.3   Size: **10'x10'**
- 29.4   Adjacencies/comments: **Off main lobby-near public meeting room**

30     **EMS Office**

- 30.1   Describe: **Future position**
- 30.2   Furnishings: **Desk, files**
- 30.3   Size: **10'x12'**
- 30.4   Adjacencies/comments: **Docking station for PCR, shelf space for manuals**

31     **Fire Investigation Office**

- 31.1   Describe: **Troopers**
- 31.2   Furnishings: **Desk, files**
- 31.3   Size: **10'x10'**
- 31.4   Adjacencies/comments: **Private lobby and all other administrative areas**

32     **Fire Prevention Office**

- 32.1   Furnishings: **Plan table**
- 32.2   AV/Computer: **Yes**
- 32.3   Seating/Size: **12'x15'**
- 32.4   Adjacencies/comments: **Plan Storage and review, Private lobby and all other administrative areas**

33     **Work Space**

- 33.1   Describe: **Counter, cabinets, office supplies, printer(s), fax, copier**
- 33.2   Size: **100 sq ft**
- 33.3   Adjacencies/comments: **Coffee station and small refrigerator, central to all offices**

34     **Records Storage**

- 34.1   Describe: **Files**
- 34.2   Fire Rating: **2 hours**
- 34.3   Size: **8'x10'**
- 34.4   Adjacencies/comments: **Fire reports, prefer to be near offices**

35 **Network/IT**

- 35.1 Describe: **Networks for Fire and Police, hub for fob computer**
- 35.2 Security: **Yes**
- 35.3 HVAC/Electrical Needs: **Yes - UPS, Alarms, chemical sprinkler, separate racks for each department with expansion. No PSAP equipment**
- 35.4 Adjacencies/comments: **Dedicated HVAC/AC unit on heat alarm**

36 **Rest Rooms – Two total, one male and one female**

- 36.1 Describe: **For administrative spaces**
- 36.2 Adjacencies/comments: **Sink, water closet and urinal for men's room, shower in men's room**

*Miscellaneous*

37 **Janitors Closet(s)**

See Housekeeping Storage - Item 22

38 **Mechanical Room**

- 38.1 Equipment: **Boiler, Water heater, Transfer switch, Main disconnect, Panels, Other**
- 38.2 Size: **20'x24'**
- 38.3 Adjacencies/Comments: **Shared-entire building, locate to minimize utility runs**

39 **Mechanical, Electrical, Plumbing, HVAC, Sprinkler, Alarm**

- 39.1 Mechanical:
- 39.2 Fuel type: **Natural gas**
- 39.3 Heating type in apparatus bay: **In- Floor Radiant with high efficiency tankless boilers**
- 39.4 Heating type elsewhere: **Mitsubishi: City Mutli System**
  - 39.4.1 HVAC comments: **Individual control to each space. High efficiency, low maintenance, reasonable repair costs, better control, smaller size of outside air intake, LEED credits**
- 39.5 Electrical:
- 39.6 Bay lighting: **Energy efficient fluorescent**
- 39.7 Site lighting: **Yes**
- 39.8 Generator: **Yes** Describe: **Kohler-100**
  - 39.8.1 Fuel: **Diesel**
- 39.9 Generator location: **Exterior**
- 39.10 Electrical requirements: **Assume 2,000 amp service**



**39.10.1 Describe: Need protections for PSAP**

39.11 Plumbing/Sprinkler:

39.12 Sprinklered: **Yes**

**39.12.1 Describe: Entire Facility**

**39.12.2 Comments: Use a training prop - locate in or near bays**

39.13 Plumbing requirements:

39.13.1 Describe: **6"-8"**

**service**

39.14 Oil/water separator: **Yes- 1,000 gal**

39.15 Grease trap: **Yes - 1,000 gal**

39.16 Exterior hose bibs: **Yes-All around**

39.17 Alarm: **Smoke and heat**

39.18 Security: **Yes**

**39.18.1 Describe: Building wide fob system**

40 **Miscellaneous Issues**

40.1 Comments: **Station alerting system - look at West Net "First In" system or "Z- Tron" unit**

*Public Spaces*

41 **Public Entry Area**

41.1 Describe: **Space for original hand pumper**

41.2 Size: **12'x20'**

41.3 Trophy case(s): **Yes** Plaque(s): **Yes** Pictures/Artwork: **Yes**

41.4 Adjacencies/comments: **Paul Revere bell 2'x2', 900 lbs., lobby to be controlled by Police Department**

42 **Coat Area**

42.1 Number: **50**

42.2 Adjacencies/comments: **Community Room**

43 **Community Room**

43.1 Public usage: **ZBA, planning, Town Council, Public Safety Commission**

**43.1.1 Frequency of use: Several times per week**

**43.1.2 Seating/Number of People: 5-7 member boards**

**43.1.3 Coffee Bar: Yes**

**43.1.4 Adjacencies/Comments: Public entry**

43.2 Department usage:

**43.2.1 Training, Additional training, media briefing**

**43.2.2 Seating/Number of People: 50 people at tables**

43.3 Size: **800 sq ft**

43.4 Equipment: **Screen, A/V, projector**

43.5 Adjacencies/comments: **Public Entry**

**44 Community Room Storage #1**

44.1 Describe: **Tables and chairs**

44.2 Size: **10'x10'**

44.3 Adjacencies/comments: **Chair rail, double doors**

**45 Public Rest Rooms**

45.1 Describe: **Sized for public spaces**

45.2 Adjacencies/comments: **Tile floor and walls to ceiling, FD**

**46 Emergency Power**

46.1 Describe: Sized for UPS battery backup

46.2 HVAC/Electrical Needs: Yes - UPS, Alarms, chemical sprinkler, separate racks for each department with expansion. No PSAP equipment

46.3 Adjacencies/comments: Dedicated HVAC/AC unit on heat alarm



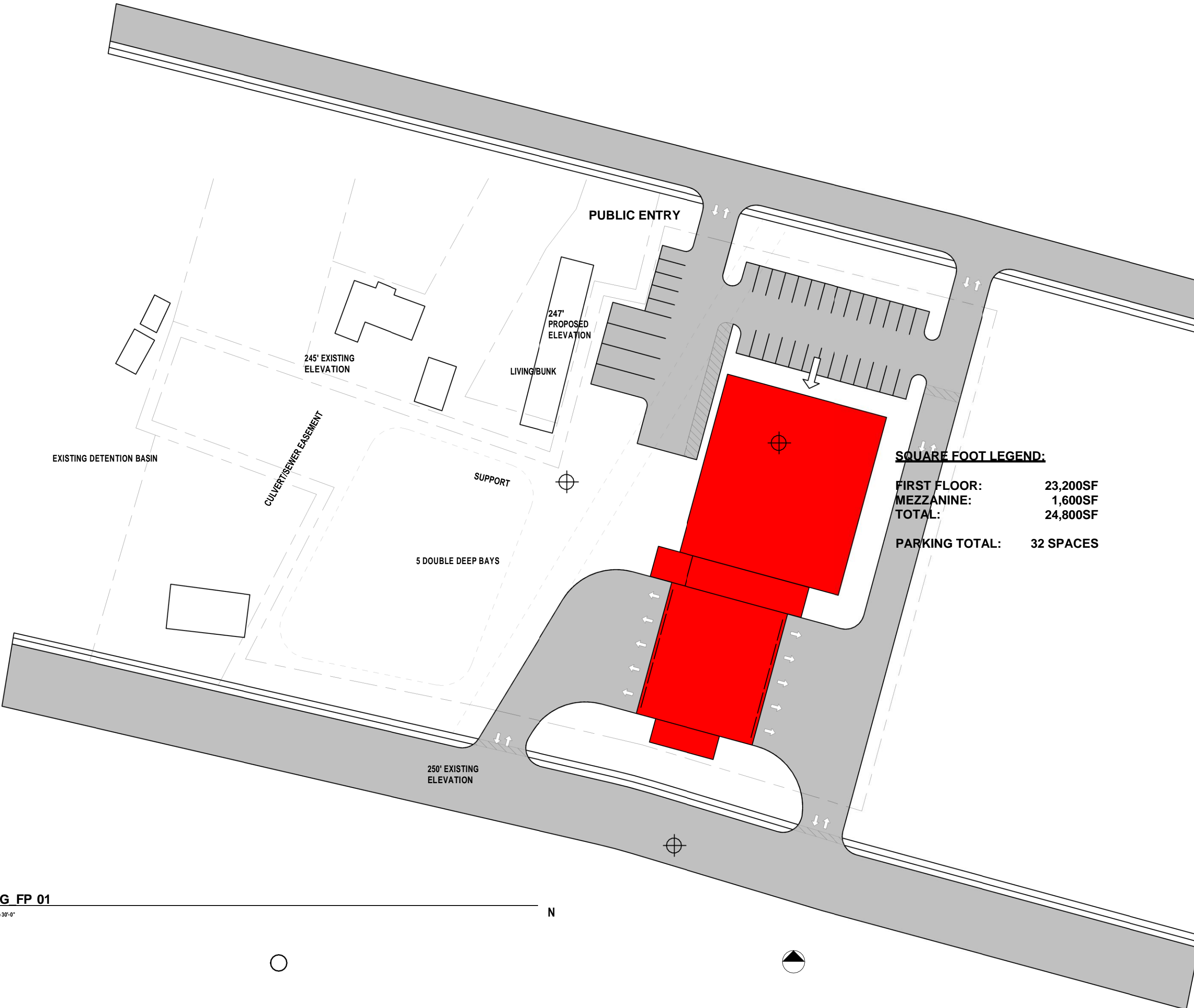
## Site Layouts

3 Lear Jet Lane, Suite 401  
Latham, NY 12110  
518.765.5105

CONSULTANTS:

MARK	DATE	DESCRIPTION

DESIGNED BY: DAR	DRAWN BY: CAO	CHECKED BY:	REVIEWED BY:
PROJECT No: Project Number	DATE: 01-10-2019	SCALE:	AS SHOWN

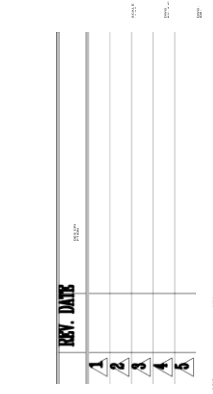


**SQUARE FOOT LEGEND:**  
FIRST FLOOR: 23,200SF  
MEZZANINE: 1,600SF  
TOTAL: 24,800SF  
PARKING TOTAL: 32 SPACES

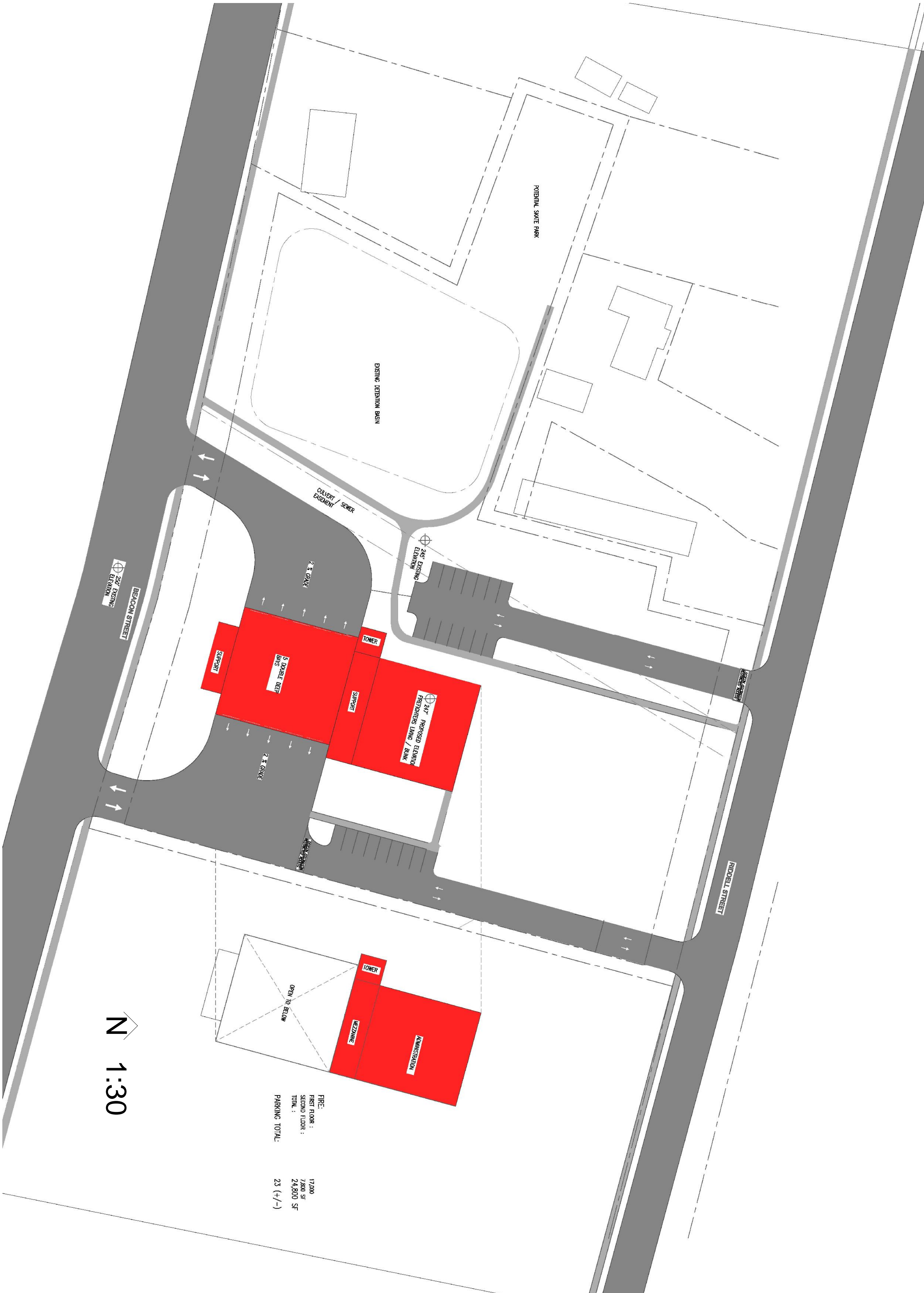
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CONTRACT **CONTRACT G**  
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STATUS **PRELIMINARY - NFC**  
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DRAWING No. **AS.1**

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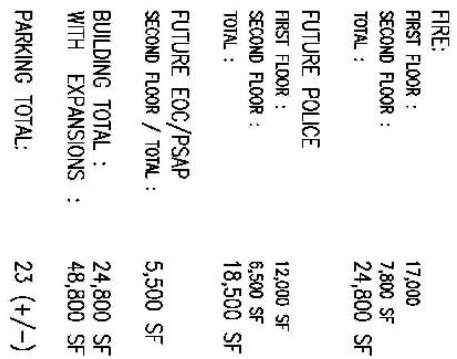
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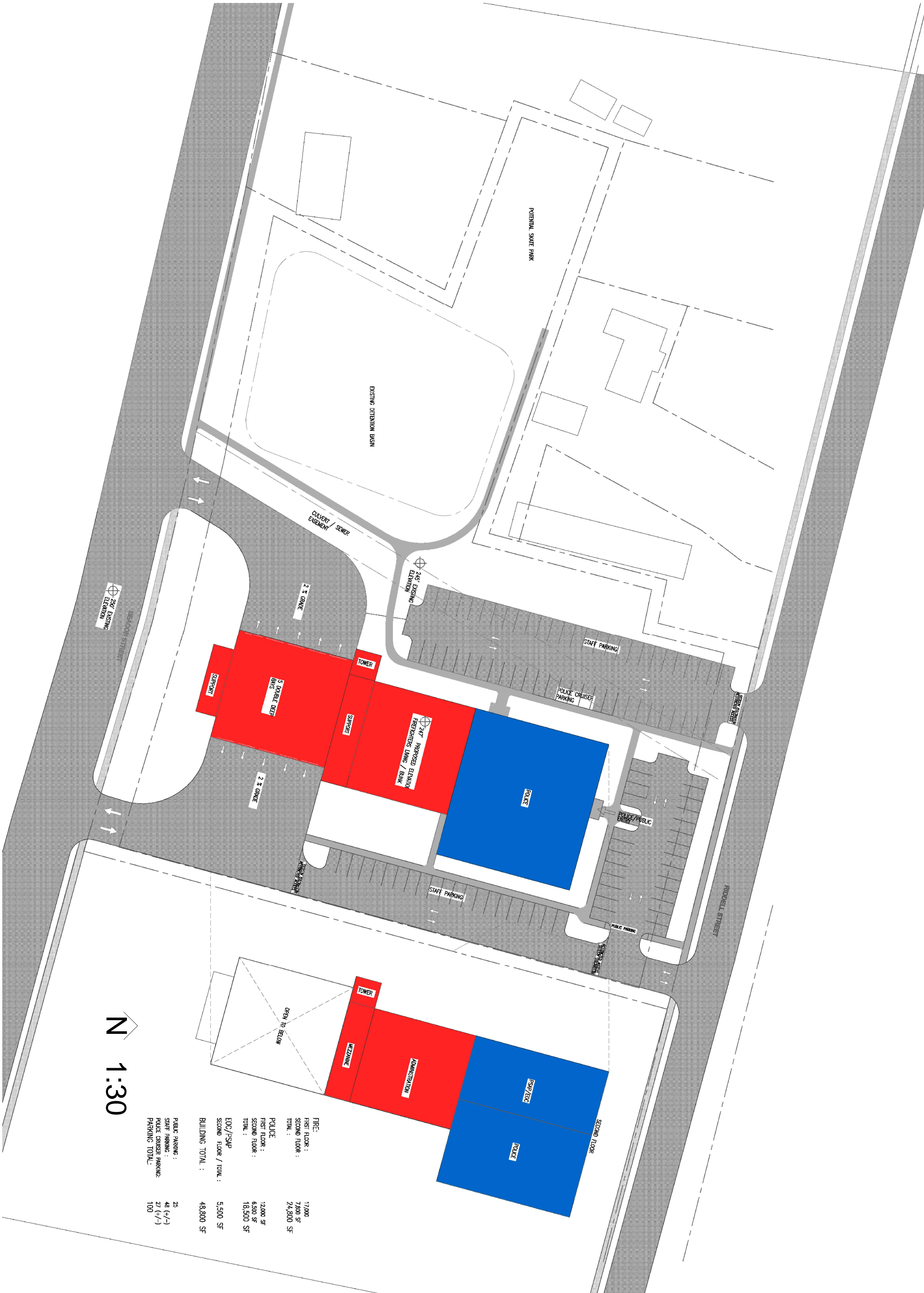




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FIRE:	
FIRST FLOOR :	17,000
SECOND FLOOR :	7,800 SF
TOTAL :	24,800 SF
POLICE:	
FIRST FLOOR :	12,000 SF
SECOND FLOOR :	6,500 SF
TOTAL :	18,500 SF
EOC/PSAP	
SECOND FLOOR / TOTAL :	5,500 SF
BUILDING TOTAL :	48,800 SF
PARKING:	
PUBLIC PARKING :	25
STAFF PARKING :	46 (+/-)
POLICE CRUISER PARKING:	27 (+/-)
PARKING TOTAL:	100

DESCRIPTION

STATUS:  
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PROPOSED NEW PUBLIC SAFETY  
FACILITY

SCALE: 1:30 DWG. BY: AJC DWG. ID#:



PACHECK ROSS  
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TOWN OF GREENFIELD MASS

3 LEER JET LANE SUITE 205 LATHAM, NY 12110 (518) 765-5105 fax 765-5107



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## Budget

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**From:** Dennis A. Ross  
**Sent:** Wednesday, January 16, 2019 3:21 PM  
**To:** william.martin@greenfield-ma.gov  
**Cc:** Butch Hawkins  
**Subject:** Greenfield - Beacon Street Plan

Mayor Martin, I understand the financial pressures on Greenfield and appreciate that none of us can control the construction marketplace that exists these days. Therefore, in response to your email below, we carefully reviewed the project program and feel confident that we can probably reduce the size of the building footprint to about 20,000 sq. ft. or close to it. Additionally, in designing only a fire station and not a public safety facility, we are now a single story building which also saves considerable costs over the previous 2-story facility. In addition to savings in building size, we can find value engineering ideas such as using standard overhead doors in lieu of 4-fold doors. The quest for value will continue throughout the project.

I strongly recommend staying at 5-bays. This large open space is some of the most cost effective space in the building and we gain the least in savings by reducing it. In designing a 50-75 year facility to meet current and future needs, meet the codes and regulatory requirements, protect the health and safety of the responders and create a good, solid no-frills station will require a realistic budget. It is our belief based on current bids and actual costs of other similar MA stations, that a station in Greenfield, hard costs only including site work, wage rate, State bidding requirements should be in the \$9.5 - \$10.5 mil range.

In reducing the amount of space in the project, we would warn that too much arbitrary cutting could eliminate critical functions, operations and training that the Town may regret now or in the near future.

The State funds for the site will be needed for abatement and demolition of the existing buildings and repair and renovation of the culvert and drainage system. Based on my visit, it seems most or all of the State grant will be needed just for this scope of work.

As a seasoned Professional designing fire stations for the last 25 years, my advice to you is to create the proper facility for current and future needs, utilizing the systems and infrastructure required, no-frills, but with proper materials to last 50-75 years with energy efficiency and low maintenance as key operational requirements.

Please let me know your thoughts. Thanks for your consideration, Dennis

**Dennis A. Ross, AIA**  
**Director of Emergency Services Market**  
H2M architects + engineers



3 Lear Jet Lane, Suite 205, Latham, NY 12110  
tel 518.765.5105 x2030 | mobile 518.210.5698

**From:** William Martin <william.martin@greenfield-ma.gov>

---

**Sent:** Monday, January 14, 2019 7:01 PM  
**To:** Dennis A. Ross <DRoss@H2M.com>

**Cc:** Butch Hawkins <butchhawk2002@yahoo.com>

**Subject:** Re: Greenfield - Beacon Street Plan

Dennis,

Expecting a footprint of 16,000 to 18,000 square feet, 4-5 bays, innovated sleep areas and \$8.5 M vicinity.

Bill

On Mon, Jan 14, 2019 at 2:05 PM Dennis A. Ross <[DRoss@h2m.com](mailto:DRoss@h2m.com)> wrote:

Mayor Martin, attached is a revised plan for a fire station only on Beacon Street. To keep costs down, we show it as a one story facility, we included 4 bus parking stalls (can easily increase) and the building does not infringe on the culvert easement. Please let me know if you need any additional info at this time. Thanks  
Dennis

**Dennis A. Ross, AIA**  
**Director of Emergency Services Market**  
H2M architects + engineers



3 Lear Jet Lane, Suite 205, Latham, NY 12110  
tel 518.765.5105 x2030 | mobile 518.210.5698

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## APPENDIX 2

### Owner – Designer Agreement



# **20-14 DESIGNER CONTRACT FOR THE PHASE 1 – FIRE STATION**



**2020**

CITY OF GREENFIELD

**Architectural Schematic Design & Consulting Services for the  
Phase 1 – Fire Station**

Located at Riddell & Beacon Streets, Greenfield, MA

This agreement is made under seal the \_\_\_\_\_ In the year 2020 between the City of Greenfield (hereinafter the Owner) and \_\_\_\_\_ acting as ARCHITECT – ENGINEER (hereinafter the Designer).

The Owner's Project Manager under this contract is:

Name Construction Monitoring Services, Inc. (CMS)

Address 270 Main Street,

Telephone (508) 808-1601 Fax (508) 786-0608

The Designer's Designated Representative under this contract is:

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone \_\_\_\_\_

Email: \_\_\_\_\_

**City Mailing Address:**

City of Greenfield  
Procurement Office  
14 Court Square  
Greenfield, MA 01301

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## ARTICLE 1: DEFINITION OF TERMS

1. GENERAL LAWS –the General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
2. PROJECT – the Project, which may involve one or several construction contracts, which is numbered and entitled, and the location of which is described on page one.
3. OWNER’S PROJECT MANAGER – the individual identified on page one, who is authorized to act on the Owner’s behalf with respect to the Project.
4. DESIGNER’S DESIGNATED REPRESENTATIVE – the individual identified on page one, who is authorized to act on the Designer’s behalf with respect to the Project.
5. PRINCIPALS – the Designer’s registered Architects or Engineers listed in Article 26.
6. APPROVAL OF THE OWNER – a written communication from the Owner’s Project Manager to the Designer expressing the Owner’s approval of services or documents prepared by the Designer, which communication in no way relieves the Designer from responsibility under this contract.
7. NOTICE TO PROCEED – a written communication from the Owner’s Project Manager, which constitutes an essential condition of this contract, authorizing the Designer to perform the services for the Project phase to which such notice shall relate. The Notice to Proceed shall include the basis for compensation for the services and may include the time for submittal. Subsequent written communications amending the Notice to Proceed are required to change either the basis for compensation or a submittal date.
8. SUBMITTAL DATES – those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
9. CONSTRUCTION CONTRACT – contract for construction of a whole or part of the Project including all documents incorporated by reference, modifications, and change orders.
10. TOTAL CONSTRUCTION COST – the sum of (1) the actual construction contract award price and (2) each authorized change order, which revises the construction contract award price.
11. RECORD DRAWINGS – record drawings shall consist of all the contract drawings.
12. AGENTS OF THE OWNER – the Owner’s Schematic Design Committee or Building Committee.

## ARTICLE 2: PROJECT BUDGET AND TIME PARAMETERS

1. The Owner's total budget for the Project including the Designer's compensation is \$ \_\_\_\_\_
2. The Owner's budget for the total construction costs, excluding the Designer and OPM compensation is \$ \_\_\_\_\_
3. The Owner's schedule for the Project calls for the following milestones to be met by the specified dates: **(To Be Determined)**

<u>Milestone</u>	<u>Date</u>
<u>Final Schematic Design</u>	_____
<u>Final Design Option/Construction Cost</u>	_____
<u>Design Development</u>	_____
<u>90% Construction Documents for Facilities Review</u>	_____
<u>100% Contract Documents Complete</u>	_____
<u>Construction Bids Due</u>	_____
<u>Construction Contract Award</u>	_____
<u>Occupancy Of Fire Station</u>	_____

**ARTICLE 3: KEY PERSONNEL**

The Designer represents that the key individuals named below in this section will be assigned to the performance of the Designer’s obligations under this contract.

**NAME AND TITLE**


The services of each named individual shall be required unless the individual becomes unavailable for one of the following reasons: death, disability, or termination of the underlying employment relationship.

Whenever practicable, the Designer shall provide the Owner with a minimum of thirty (30) days written notice before a key individual named in this section becomes unavailable.

If a key individual named in this section becomes unavailable for any of the above reasons the Designer shall give the Owner’s Project Manager the resume of a proposed replacement.

The Owner shall have the right to require the Designer to remove any key individual from his or her assignment to this contract for cause. The key individual shall receive reasonable notice of any such action.

**ARTICLE 4: RESPONSIBILITIES OF THE OWNER**

1. The Owner shall, without unreasonable delay, render all approvals required by this contract in writing to the Designer, or shall notify the Designer in writing why such approvals are being withheld. The Owner shall not unreasonably withhold any approval, acceptance, or consent required under this contract.
2. For satisfactory performance of all services required in this contract, the Owner shall compensate the Designer in accordance with the provisions of Articles 12 through 16.
3. The Owner shall furnish to the Designer available surveys of the Project’s building site, or sites, showing the grade and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the site, or sites; reports from any boring, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services, and data and drawings regarding existing buildings. All such data and any other data provided by the Owner shall remain the property of the Owner. The Designer may use all data provided by the Owner only for the purposes of this Contract, unless the Owner gives the Designer specific written permission for some other use.
4. The Owner does not guarantee nor does it make any express or implied warranties concerning the accuracy of information. The Designer shall, within the basic fee, analyze and evaluate the information furnished by the Owner. However, the Designer will not be responsible for the accuracy or completeness of such information.

5. If data of the type identified in paragraph 3 are not available or are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant to perform the work, in which case the Designer shall be reimbursed in accordance with Article 14, or to perform the work with his or her own employees, in which case the Designer shall be compensated in accordance with Article 13. In no case shall the Designer commence such work without prior written authorization of the Owner's Project Manager.
6. The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such accounting services as the Owner may require to verify the Contractor's Application for Payment and such legal services as the Owner may require or the Architect may reasonably request with regard to legal issues raised by the Contractor or to the applicability or legal interpretation of government laws and regulations.

## **ARTICLE 5: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED UNDER THE BASIC FEE**

1. The Designer shall perform professional services in accordance with the scope of services set forth in Schedule I & the attached RFP. If Schedule I & the attached RFP do not identify asbestos or hazardous material abatement design services within the scope of work the Designer shall have no responsibility for any asbestos or hazardous material-related design or contract administration services. The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates, and other work furnished by him or his consultants and subcontractors. The Designer shall endeavor to staff his office with sufficient personnel to complete the services required under this contract in a continuous and expeditious manner, and shall meet the approved schedule and submittal dates established during the course of this contract.
2. The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking or reviewing by the Owner will not be necessary. Any changes, corrections, additions, or deletions made by the Owner shall be incorporated into the design of the Project prior to the completion of Design Development Phase. The Designer, with the written approval of the Owner's Project Manager, which shall not be unreasonably withheld, shall propose for Owner's approval materials, equipment, component systems and types of construction to be included in the design of the Project.
3. The Designer shall thoroughly acquaint his employees and consultants with the provisions of General Laws Chapter 30, Section 39M, which provides in part: "for each item of material the specification shall provide for either a minimum of three named brands of materials or description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials. The Owner may have requirements for proprietary specifications for certain materials or equipment,



and as such, the Designer shall acquaint his employees and consultants with the specification requirements to accommodate such requirement.

4. The Owner's review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under the contract or of any cause of action arising out of the performance of the contract.
5. The Designer shall perform the following specific tasks in the following phases:

***The Following Phases are for the selected Architect chosen for the Design and Construction services: (This section may be modified by the City at a later date)***

**PHASE 1: FINAL SCHMATIC DESIGN:**

The Designer shall meet with the Building Committee on a regular basis to obtain input and review the progress of the design. The Designer and its consultant team shall revise the Schematic Design based on input from the Building Committee.

Once a schematic design has been approved the Designer will engage an independent professional cost estimator to prepare an estimate of Probable Construction Cost.

The Designer will work with the Owner Project Manager to establish an updated Project Budget

**PHASE 2: DESIGN DEVELOPMENT:**

Following approval of the Schematic Design the designer will meet with the Building Committee at regular intervals to review the progress of the design.

The Designer and its consultant team will develop the design in greater detail identifying proposed materials and developing technical details of structural, mechanical, electrical, plumbing and fire protection systems.

Once a design development documents have been approved the Designer will engage an independent professional cost estimator to prepare an updated estimate of Probable Construction Cost.

The Designer will work with the Owner Project Manager to establish an updated Project Budget

**Phase 3: CONSTRUCTION DOCUMENTS**

The Designer and its Consultant Team will develop drawings and specifications in sufficient detail to bid the project under Mass General Law Chapter 149.

When the Construction Documents are 75% complete the Designer will engage an

independent professional cost estimator to prepare an updated estimate of Probable Construction Cost.

The Designer will work with the Owner Project Manager to establish an updated Project Budget

#### **Phase 4: BIDDING**

The Designer will assist the City of Greenfield in bidding the project under Massachusetts General Law Chapter 149

#### **PHASE 5: CONSTRUCTION ADMINISTRATION:**

- A. The Designer and his consultants shall;
  - 1. Be charged with general administration of the construction contract;
  - 2. Review and take appropriate action on samples, schedules, shop drawings and other submissions by the General Contractor;
  - 3. Not less than weekly, visit the site of the Project and observe the progress of the work and conduct job meetings and take minutes of the meetings, maintain and review RFI, shop\_drawing submittals and C.O.P logs and distribute to all attendees;
  - 4. Report to the Owner at least weekly in writing on the progress of construction including whether or not the Contractor is keeping record drawings updated;
  - 5. On a weekly basis, make specific recommendations on condemnation of all Project work observed by the Designer which fails to conform to the construction drawings and specifications, and re-inspect corrected work;
  - 6. Require each consultant employed in accordance with Article 6 to make visits during the appropriate stage of construction, such appropriateness as mutually agreed between the Owner and Designer, during the progress of that portion of the said construction to which the consultant's services relate, and report in writing to the owner;
  - 7. In a timely manner, decide all questions regarding interpretation of or compliance with the construction drawings and specifications, except as the OPM may in writing otherwise determine;
  - 8. Require the General Contractor to provide as built record drawings; and
  - 9. Designer shall attend job meetings/site visits on a weekly basis; no less than 68 visits in a 16 month period; and
  - 10. Designer shall attend a minimum of 16 meetings with the Fire Station Building Committee.
- B. The Designer shall submit to the Owner in a timely manner, all requisitions for payment submitted by the General Contractor. With respect to each such requisition, the Designer shall certify to the best of his knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the construction drawings and specifications. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, the Designer shall forward it for payment to the

Owner dated but unsigned with an accompany letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner as to be able to return to his office with the contractor's monthly requisition for payment bearing the Clerk-of-the-Works' approval or letter of exception. Timely payments to the contractor are required by General Law Chapter 30, section 39K; therefore, the Designer shall establish office procedures to process requisitions for payment in a timely manner.

- C. Before examining the requisition for final payment submitted to the Owner by the General Contractor and making and certification in response thereto, the Designer shall obtain from the General Contractor record drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the construction contract, and recording all changes. The Designer shall ascertain by his review that changes authorized by Change Orders are shown on the contractor's record drawings. Should the Designer find that the record drawings do not show such actual installation, the Designer shall return the record documents to the Contractor for corrections. At the conclusion of the construction contract, the Designer shall submit to the Owner an evaluation of the performance of the General Contractor, in the form prescribed by the Owner.
- D. Two suitably bound legible copies of all original design and quantity calculations, including those pertinent to change orders and shop drawings if applicable, shall be furnished by the Designer to the Owner at the conclusion of the construction contract.
- E. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility.
- F. Architect shall review and approve the Contractor's close-out log, which shall be used by Architect, Contractor and Owner's Project Manager to ascertain completion of close-out activities.

#### **ARTICLE 5.5: PROJECT PERMITTING AND APPROVALS**

1. The Designer warrants that his design will conform with applicable federal, state, and local laws, regulations, ordinances, and by-laws.
2. The Designer shall provide the Contractor with a list of applicable federal, state, and local permits and approvals required to implement his design at the site as soon as possible during design development and shall regularly update such list during the period of contract performance.

3. The Designer shall provide the Owner with written certification that applicable federal, state, and local permits and approvals required to implement the design at the site provided by the Contractor have been obtained when the Designer submits construction documents to the Owner.

#### **ARTICLE 6: CONSULTANTS, SUBCONSULTANTS, SUCCESSORS AND ASSIGNMENTS**

1. The Designer shall not employ consultants except Key Personnel designated in ARTICLE 3, or assign or transfer any part of his services or obligations under this Agreement without the prior written consent of the Owner. The Owner may rescind its consent if in the Owner's sole judgment a consultant or sub consultant is incompetent, irresponsible, or otherwise unsatisfactory, and the Designer shall remove such consultant or sub consultant from the work upon the Owner's rescission of its consent. The Owner's written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings specifications, estimates and other work or materials furnished or other responsibilities under this Agreement.
2. The Designer shall employ the following consultants within the basic fee for this project: Structural Engineer, Electrical Engineer, Mechanical Engineer, Plumbing and Fire protection Engineer, Civil Engineer, Landscape Architect, Geotechnical Consultants, Hazardous Materials Consultants, Cost Estimator, and FF&E Designer. Consultants must be registered or certified in their respective disciplines if the applicable General Laws require registration or certification.
3. It is expressly understood and agreed that Designer shall at all times during the term of this Contract act as an independent contractor, and shall not have any authority to bind the City. Designer and consultant's employees, agents and/or subconsultants shall not be deemed to be employees or agents of the City. Further, nothing contained herein shall be construed to create a joint venture, partnership, association or other affiliation between the Designer and the City.
4. When the Designer receives payment from the Owner, the Designer shall within 14 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the Owner. The Owner shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the Owner.
5. The Designer may not employ in any element of design, specification, estimating or other work under this contract any person or firm that expects to be a bidder or supplier for the construction of the Project or any part thereof.

#### **ARTICLE 7: SPECIAL CONSULTANT'S SERVICES**

1. The Designer shall work with the Owner's Project Manager to document the progress of construction.

2. The Designer shall work with the Owner's Project Manager to identify the requirements for services from a qualified testing laboratory.
3. Consultant fee proposals shall be received by the Designer and accompanied by recommendations of approval submitted to the Owner's Project Manager before any work is authorized. Each such consultant whose fee for such services exceeds \$25,000 shall carry Liability Insurance in an amount not less than his fee and said liability insurance shall name the Owner as an additional insured. Any such consultant shall provide the Owner with a minimum of thirty (30) days notice prior to cancellation of his Liability Insurance.
4. The cost for the above services or any approved special consultant not listed in ARTICLE 3, or in ARTICLE 6, shall be reimbursed as provided in ARTICLE 14.

#### **ARTICLE 8: TIME RECORDS**

The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each consultant or subcontractor employed by the Designer. The Owner may at all reasonable times audit such records. The Designer shall maintain accurate and detailed accounts for a six-year period after the final payment in accordance with General Laws Chapter 30, section 39R (b) (1). Further, until the expiration of six (6) years after final payment, the office of inspector general and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Designer or of his subcontractors that directly pertain to, and involve transactions relating to, the Designer or his subcontractors. In addition, in contracts where the total design fee exceeds \$10,000 or which are for the design of a building for which the budgeted or estimated construction cost exceeds \$100,000.00, the Designer shall comply with the following provisions of General Laws Chapter 30, section 39 R which require the Designer to:

- a. file regular statements of management concerning internal auditing controls [ (c)]
- b. file an annual audited financial statement per M.G.L. c. 30, Section 39R(d)
- c. submit a statement from an independent certified public accountant that such CPA has examined management's internal accounting controls and are consistent with the results of management's evaluation of system controls and such representations are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.

#### **ARTICLE 9: COMPLIANCE WITH LAWS**

The Designer shall exercise due care in accordance with generally accepted standards of professional practice under similar circumstances by competent members of the design profession practicing in this locality, to perform the work required under this contract in

conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and Federal Government. Only to the extent the Designer is found liable, the Designer shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Designer's failure to comply with the provisions of this Article and shall indemnify the Owner against any and all liability incurred as a result of a violation of this section.

#### **ARTICLE 10: PROJECT SUPPORT PERSONNEL**

In special circumstances, approved in writing by the Owner's Project Manager, it may be necessary for the Designer to employ on-site personnel. The Designer shall be reimbursed 2.0 times the Direct Personnel Expense (DPE) of such on-site personnel.

#### **ARTICLE 11: RECORD DRAWINGS, REPORTS, CALCULATIONS**

The Owner shall have unlimited rights, for the benefit of the Owner, in all programs, drawings, designs, and specifications, developed in the performance of this contract, including the right to use same on any other Projects without additional cost to the Owner for use on this Project, for reference in connection with Owner's use, maintenance or occupancy of this Project, or for additions or renovations to this Project; and with respect thereto the Designer agrees and hereby grants to the Owner an irrevocable royalty-free license to all such programs, drawings, designs and specifications which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Designer shall not be responsible for changes made in the documents without the Designer's authorization, nor for the Owner's use of the documents on Projects other than the Project.

#### **ARTICLE 12: DESIGNER'S BASIC FEE**

1. For the performance of all services required in this contract and excluding those services specified under ARTICLES 13, 14, and 15, the Designer shall be compensated by the Owner in accordance with the lump sum fee as designated in the Notice to Proceed and determined in accordance with: a negotiated lump sum fee. If there is a substantial change in the scope of services provided in this contract, the Designer and the OPM will agree to an adjustment in the Designer's Basic Fee. Delay of three months or more by the Owner or a significant change in the total construction cost of the Project will be considered a substantial change in scope of services.
2. Payment of the (not to exceed) design fee shall be made in accordance with

##### **ARTICLE 16:**

Final Schematic Design	\$
Design Development	\$
Construction Documents	\$
Bidding	\$
<u>Construction Administration</u>	<u>\$</u>
Total Basic Fee	\$

The Owner may elect to engage the services of the Designer to provide the following additional services:

LEED Submission	\$
Photovoltaic Array Design	\$
Furnishing Selection & Procurement	\$

#### **ARTICLE 13: EXTRA COMPENSATION**

1. With the prior written approval of the Owner's Project Manager, the Designer shall perform all or any of the following services in addition to the services performed pursuant to other provisions of this contract: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Owner, except for changes occasioned by the Designer's errors or omissions and except for changes at the bidding phase to reduce the overall cost of the project; (2) preparing documents for alternate bids requested by the Owner except alternates prepared by the Designer to adjust the total construction cost; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 5 as may be required in connection with the replacement of such work; (4) providing professional services made necessary by the default of the contractor or by failure of performance or by major defects or deficiencies in the Work of the Contractor, in the performance of the construction contract; the designer shall insure the proper wording is included in the specification stating the contractor is liable for designer fees in relation to failure of performance by the general contractor or his/her subcontractors (5) providing services after final payment to the contractor, except for services occasioned by the Designer's errors or omissions; (6) preparing special documents for or appearing as a witness in change order appeal hearings under General Laws Chapter 30, section 39Q or in judicial litigation arising out of the construction contract, except for such services occasioned by the Designer's error or omissions (7) preparing change orders and supporting data, except as set forth in ARTICLE 15; (8) revising construction documents submitted in their final and complete form for which bids were not received within three months after submission; and (9) making studies other than those normally required and preparing applications and reports to assist the Owner in obtaining federal aid; (10) observing the setting and adjustment of automatic controls; (11) evaluating substitutions by Contractor and making subsequent revisions to drawings, specifications or other documents; however minor substitutions not requiring extensive review, re-engineering, re-calculation or revisions to drawings, specifications or other documents will be evaluated by the Designer as part of the Basic Services; (12) preparing measured drawings of the existing facility; (13) providing services after issuance to the Owner of the Final Certificate for Payment or in the absence of a Final Certificate for Payment, more than 60 days after the scheduled date of substantial completion of the Work, except if the Designer is found liable for such delay to the scheduled date of substantial completion; (14) providing services associated with frequent or repeated or unusual instances of non-conforming work which arise from lack of supervision by the

Contractor; (15) reviewing shop drawings, product data, samples and other similar submittals more than two times: once upon original submission and a second time if revisions or corrections are requested by the Architect. The Architect shall be reimbursed for review of such after the second time.

2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Owner 2.0 times the Direct Personnel Expense (DPE) of technical personnel including listed key personnel. The Designer and his consultants shall complete a Certification Statement stating the standard hourly rate charged for principals and a copy of that statement, as approved by the Owner, and revised from time to time, is incorporated into this contract. The Owner shall have the right to require the Designer or his consultants to provide the Owner certified payroll statements from other current design contracts in order to verify the rate stated in the Certification Statement. On-site support personnel approved pursuant to ARTICLE 10 are not compensable under this paragraph.
3. Upon submission by the Designer of evidence satisfactory to the Owner that additional expenses are being incurred beyond the amount realized on a fee basis, the Owner's Project Manager may authorize extra compensation on the basis of actual cost plus overhead, but not profit and without a (2.0) times of technical personnel including listed key personnel for additional services rendered under Phase 4, after the originally scheduled construction completion time as extended by authorized additional work change orders has been exceeded by the earlier of more than twenty-five (25%) percent or sixty (60) days through no fault of the Designer. This shall only be applicable when the Designer shall have submitted under Article 5 (c) (Phase 3) a detailed analysis or description of how the Designer arrived at the estimated number of calendar days for completion of construction.

#### **ARTICLE 14: REIMBURSABLE EXPENSES**

1. The Designer shall be reimbursed by the Owner:
  - a. The actual cost to the Designer of special consultants, not specified in ARTICLE 3, in ARTICLE 6, or in Schedule I, and approved in writing by the Owner's Project Manager, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been previously approved in writing by the Owner's Project Manager. The Owner's Project Manager may approve a lump sum fee.
  - b. Other actual costs, including special printing, but only when specifically authorized in writing by the Owner's Project Manager.
  - c. For document copies more than numbers specified in the contract if requested by the Owner.



- d. Electronic distribution of bid documents, and or on-line bidding services shall be a reimbursable expense. The price shall be confirmed and approved by with the Owner's Project Manager and the Owner.
2. The Owner shall not reimburse the Designer for travel expense under this contract, provided, however, that in special circumstances and with prior written approval from the Owner's Project Manager, the Designer may be reimbursed for out-of-state travel expenses beyond 150 miles consistent with applicable statutes, rules, and regulations.
3. The Owner shall not reimburse the Designer for any telephone or other out-of-pocket expense unless specifically authorized as provided above.
4. For coordination, inspection, analysis, and evaluation of and for the assumption of responsibility for services authorized under paragraphs (a), (b), (c) and (d) above, the Designer shall be paid 10% of the actual expense. The tax exemption number assigned to the Owner as an exempt purchaser to extent that materials and supplies are used on incorporated in the performance of this contract is: 046-001-163.

#### **ARTICLE 15: DESIGN FEE AND RESPONSIBILITY FOR MODIFICATIONS AND CHANGE ORDERS**

1. The Designer shall be compensated in accordance with the rates specified in ARTICLE 13, for the services of its employees or any Consultant listed in ARTICLE 3, ARTICLE 6, or in the attached RFP for the preparation of modifications, change orders and supporting data. Neither the Designer nor his consultants shall be compensated for any services involved in preparing changes that are required for additional work that were occasioned by the Designer's errors or omissions, as reasonably determined by the Owner. The Designer shall not be compensated for any services involved in preparing changes required to make unit price adjustments due to existing conditions, nor for services involved in change orders for time extensions only. Changes for which the Designer receives no compensation under this ARTICLE shall be called "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Owner's legal remedies regarding such changes.
2. Payments to the Designer for modifications or change orders shall be made upon completion of the contractor's work under such modifications or change orders.

## **ARTICLE 16: METHOD OF PAYMENT TO THE DESIGNER**

**Payments for this Contract shall be paid in accordance with SCHEDULE II, which is hereto attached.**

1. Except as the Owner may otherwise authorize upon written request of the Designer, the compensation payable under ARTICLE 12 above, for performance of all services specified in ARTICLE 5, shall be paid to the Designer by the Owner monthly for the proportion of work completed, not to exceed the amounts listed in schedule III.

## **ARTICLE 17: FORCE MAJEURE**

1. The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. In the event that the extension is not possible, the Designer may be required to rebate to the City a portion of the fee.

It is agreed, however, that since performance dates of this Contract are important to the implementation of requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the designer, shall be deemed to render performance impossible, and the City shall thereafter have the right to terminate this Contract in accordance with the provisions of the section entitled "Termination of Contract."

## **ARTICLE 18: TERMINATION OF CONTRACT**

1. By written notice to the Designer, the Owner may terminate this contract in whole or in part at any time either for the Owner's convenience or because of the failure of the Designer to fulfill his contract obligations. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, including the actual cost of such termination of services shall be paid to the Designer by the Owner. Such payment shall not exceed the fair value of the work, as the Owner shall determine. No amount shall be allowed for anticipated profit on unperformed services.
2. If the contract is terminated due to the failure to the Designer to fulfill his/her contract obligations, the Owner may take over the work and prosecute the same to completion of contract or otherwise. In such cases, the Designer shall be liable to the Owner for any additional cost occasioned to the Owner thereby. These rights and remedies of the Owner are in addition to any rights and remedies provided by law or under this contract.

3. Upon any termination of the contract, the Designer shall deliver to the Owner copies of all documents, including but not limited to records, studies, programs, data, designs, drawings, specifications, materials, reports, estimates, summaries, and submissions, and such other information and materials, whether completed or in process, as may have been accumulated by the Designer in performing this contract. The Owner shall have all right, title and interest in such submissions, including any rights under copyright law, whether express or implied.
4. Subject to the provisions explaining Force Majeure, if the Designer shall fail to fulfill in a timely and satisfactory manner its obligations under this Contract, or if the Designer shall violate any of the covenants, conditions, or stipulations of this Contract, which failure or violation shall continue for seven (7) days after written notice of such failure or violation is received by the Designer, then the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Designer of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.
5. The Mayor, by written notice, may terminate this contract, in whole or in part, when it is in the City's best interest. If this contract is terminated, the municipality shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### **ARTICLE 19: RELEASE AND DISCHARGE**

The acceptance by the Designer of the last payment for services paid under the provisions of the contract and/or in the event of termination of the contract, shall in each instance, operate as and be a release to the City and every member and agent thereof, from all claims and liability to the Designer for everything done or furnished for or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work and except that such acceptance shall not release the City from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the City or its employees.

#### **ARTICLE 20: NOTICES, APPROVALS, INVOICES**

1. Any notice required under this contract to be given by the Owner to the Designer, or by the Designer to the Owner shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Owner to the Designer at the address specified for the Designer on Page 2 above, or the Designer to the Owner at the address specified for the Owner on Page 2.

2. All invoices except for those made under the provisions of ARTICLE 13 may be submitted monthly and will be promptly processed by the Owner if they are in conformity with the contract terms and properly documented; if not they will be returned to the Designer.
3. Invoices submitted for services not included as part of the Basic Fee and which have not been previously authorized in writing, shall be returned to the Designer.
4. Invoices for services under ARTICLES 13, 14, and 15 shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours each day, hourly rate and extended amount.
5. Requests for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense, unless compensation for additional services is based upon a stipulated sum approved in writing by the Owner Project Manager.

## **ARTICLE 21: INSURANCE**

### **1. General Requirements**

(a) The Designer shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the City of Greenfield. All such insurance carried should not be less than the kinds and amounts designated herein, and the Designer agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Designer to any such kinds and amounts of insurance coverage.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the City of Greenfield must be named as an additional insured. A certificate of insurance will be provided evidencing the existence of each insurance policy required by this contract and the inclusion of the City as an additional insured for each applicable policy. Upon execution of the contract the Designer will provide copies of certificates of insurance to the City of Greenfield, Procurement & Risk Management. The City reserves the right to request certified copies of any of the insurance policies required by this contract, which shall be provided to the City promptly.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be obtained and maintained at the sole expense of the Designer. Annually, at time of Designer's policy renewal, updated insurance certificates shall be sent to the City of Greenfield, Procurement Office, 14 Court Square, Greenfield, MA 01301.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Greenfield at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Designer.

(e) All insurance coverage shall be placed with such company as may be acceptable to the City of Greenfield and shall constitute a material part of the contract documents.

2. Commercial General Liability Insurance

The designer shall at his own expense obtain and maintain the following insurance coverage:

Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and damages to or destruction of property.

3. Automobile Liability and Property Damage Insurance

Automobile Liability covering vehicles owned and non-owned vehicles used, by the Designer with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership maintenance and use of those motor vehicles along with any other statutorily required automobile coverage to cover contracted employees of the awarded Designer.

4. Workers' Compensation Insurance

The Designer shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

5. Excess Liability Insurance

The Designer shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

6. Professional Services Liability/Errors and Omissions Insurance

(a) The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and omissions insurance coverage in an amount no less than Two Million Dollars

(\$2,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the aggregate. Subject to the approval of the City, the Designer may have a professional liability policy with a deductible clause if, in the judgment of the City, the Designer's financial resources are sufficient to directly absorb the possible expense without assistance.

(b) The coverage shall be in force from the time of the Contract to the date when all contracted work being performed under the contract is completed and accepted by the City. The Designer shall provide the Owner with a Certificate of Insurance documenting required coverage. And provide documentation of renewal on an annual basis. The Designer shall notify the City should the coverage become unavailable.

7. Other Liability (as may be necessary)

The aforementioned insurance coverage's shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subconsultant to cover their operations with the same minimum limits as required of the Designer. Designer's insurance shall be primary insurance to all insurance carried by Owner.

8. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner's Project Manager at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice or for any other purpose. The Designer or the Designer's insurer shall indemnify, and hold harmless the Owner and all of its officers, agents, and employees against all suits and claims of liability of every name and nature, for or on account of any injuries to persons or damage to property to the extent that the same is the result of the negligence of the Designer in the performance of the work covered by this agreement and/or of failure to comply with the terms and conditions of this agreement, whether by himself or his employees or subcontractors, provided the Designer is notified of any claim within a reasonable time after the Owner becomes aware of it, is afforded an opportunity to participate in the defense of the claim, and is afforded an opportunity to disapprove any negotiated settlement of such claim.

## **ARTICLE 22: INDEMNIFICATION**

To the fullest extent permitted by law, the Designer shall indemnify and save harmless the City and all of the City's officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the City or any person, firm, corporation or

association arising out of or resulting from any act, omission, or negligence of the Designer, sub-consultants and its and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with terms and conditions of this Contract. If the Designer is found negligent or in breach of contract, the duty to indemnify the City will include the duty to reimburse the City for its actual legal fees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Designer under the Contract. The provisions of this paragraph shall survive the termination or expiration of this Contract.

## **ARTICLE 23: LEGAL REQUIREMENTS**

### **1. Non-resident Processing: Signatures**

Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Owner or its lawful Attorney to said Designer or nonresident co-partner at the address set forth in the contract. Said Designer or said nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Designer or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.

### **2. Anti-Boycott Covenant**

The Designer warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by General Laws Chapter 151E, sections 2 and 3. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have the Owner shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the Ownership interests are directly or indirectly owned by the Designer or by a person or persons or business entity or entities directly or indirectly owning at 51% of the Ownership of the contract, or which directly or indirectly owns at least 51% of the Ownership interests of the Designer.

### **3. Access to Designer's Records - The City shall have the right, at reasonable times and upon reasonable notice, to examine the books, records, and other compilations of**

data of the Designer which pertain to the performance and requirements of this contract.

#### 4. Truth-In-Negotiations Certificate

If the Designer's fee is negotiated, the Designer will file a truth-in-negotiations certificate prior to being awarded the contract, which shall be incorporated into the contract. The certificate shall contain:

- (a) A statement that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- (b) An agreement that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

### **ARTICLE 24: CHOICE OF LAW**

This contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Designer, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction with the Commonwealth of Massachusetts. Venue for any legal actions initiated concerning this Contract or arising in any way from and out of this Contract shall be brought in the appropriate state court sitting in Franklin County, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.

### **ARTICLE 25: WAIVERS**

The provisions of this contract can be waived only by written agreement, except where otherwise stated herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

### **ARTICLE 26: AMENDMENTS**

No amendments to this Contract shall be effective unless it is executed by the Designated Representative of both parties.

### **ARTICLE 27: SEVERABILITY**

If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of



the Contract shall be enforced to the fullest extent permitted by law.

**ARTICLE 28: DESIGNER'S CONTRACT SUPPLEMENTARY DATA**

1. No changes are to be made in this Article at any time during the life of this contract without written notification to the City and when required, receipt of written approval by the City.
2. In accordance with the provisions of Massachusetts General Laws Chapter 7A, section 6, no contract to provide Designer services shall be awarded by the City, or by any department, board, commission, or other agency acting in its behalf, unless the person signing such contract on behalf of the party contracting to provide such services files with the City a statement under the penalties of perjury setting forth the names and addresses of all persons having a financial interest therein, not including, however, any person whose only financial interest therein consists of the holding of one percent or less of the capital stock of a corporation contracting to provide such services.

NOTE: Individuals who sign a contract in their own behalf must also complete the certification below as well as sign the contract. For the purpose of this directive, the term "person having a financial interest" will generally refer to any person who, in some direct manner, will benefit financially from a given contractual relationship with the City. However, this may not, in every case, preclude the possibility of an existing financial interest within the meaning of the statute where a financial benefit is to be realized in some indirect manner. Where doubts arise in a specific case, it is advisable that names and addresses be included.

By signing this Contract, the Designer certifies under the penalties of perjury that the following sets forth the names and addresses of all persons having a financial interest in this contract, in accordance with the provisions of Chapter 7A, section 6.

3. By signing this Contract, the Designer certifies under the penalties of perjury that the following named (Principal) is registered by the Commonwealth as a \_\_\_\_\_ pursuant to the provisions of Massachusetts General Laws Chapter 112, sections 60A through 60O (architects), sections 81D through 81T (professional engineers and land surveyors), or sections 99 through 107 (registered landscape architects).

**Name**

**Title**

**Mass. Registration No.**

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NOTE: The above information must be completed to also comply with the provisions of Massachusetts General Laws Chapter 7C, section 44

4. By signing this contract, the Designer certifies under the penalties of perjury that the following named (Principal) is the designated officer of the firm contracted for the:

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IF A CORPORATION: (Name Officers and Titles)

IF A PARTNERSHIP: (Name of all Partners)

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IF AN INDIVIDUAL: (Name of Owner):

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MASSACHUSETTS REGISTERED PRINCIPAL OF FIRM RESPONSIBLE FOR THIS PROJECT IS:

J. Stewart Roberts (Notify Office of any changes)

5. By signing this contract, the Designer certifies under the penalties of perjury that 1) in accordance with Chapter 7C, section 51, the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services; and 2) that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor by the Designer; and 3) that no person, corporation or other entity, other than a bona fide full-time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the contract for services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Designer; and/or 4) the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person, and that as used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. (Statutory reference: M.G.L. c.7C §51(d))

6. By signing this contract, the Designer certifies under the penalties of perjury that, as a corporation, the majority of the directors or a majority of the stock ownership and the chief executive officer at [REDACTED] are persons who are registered architects, and the person to have the project in his or her charge is a registered architect.
7. By signing this contract, the Designer certifies under the penalties of perjury that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R of said Chapter 30. (Statutory reference: M.G.L. c.7, § 51(d)(iv))
8. By signing this contract, the Designer certifies under the penalties of perjury that the Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7, §38H(J))
9. By signing this contract, the Designer certifies under the penalties of perjury that pursuant to the General Laws of Chapter 62C section 49A, the Designer has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes reporting of contractors and employees and withholding and remitting of child support; and that pursuant to General Laws Chapter 151A, sec. 19A, the Designer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System.
10. By signing this contract, the Designer certifies under the penalties of perjury that, if the Designer is a corporation, the Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B, section 109 (Business Corporation), by Chapter 181, section 4 (Foreign Corporation), or by Chapter 180, section 26A (Non-Profit Corporation) of the Massachusetts General Laws.
11. By signing this contract, the Designer certifies under the penalties of perjury that, the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation, including but not limited to M.G.L. c. 152, 25C.
12. By signing this contract, the Designer certifies under the penalties of perjury that, the Designer is aware of the American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable under the American with Disabilities Act 42 U.S.C. 12101 et seq.; 28 C.F.R. Part 35, as amended.

**SIGNATURES**

IN WITNESS WHEREOF, on the day and year hereinabove first written the Designer (if individual) has hereunto set his hand and seal – (if partnership) has caused these presents to be signed and sealed by its partner in the name of the partnership – (if Corporation) has caused these presents to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized so to do\* -- and in each case the signatory makes the representations and certifications set forth in Article 26 under the pains and penalties of perjury, and the Owner has signed these presents in behalf of the Commonwealth.

**EXECUTED IN TRIPLICATE**

\*If a Corporation, attach to each signed copy of this contract an attested copy of the vote of the Corporation authorizing the said signing and sealing.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first above mentioned

Approved as to form:

By: DESIGNER

\_\_\_\_\_  
Gordon D. Quinn, City Attorney

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Print Name and Title

By: CITY OF GREENFIELD

\_\_\_\_\_  
Roxann Wedegartner, Mayor

I hereby certify that the City of Greenfield has an appropriation to cover the cost of this contract in accordance with Ch 44 §31C of the Massachusetts General Laws.

\_\_\_\_\_  
Liz Gilman, Finance Director

***Certification Form combined with Corporate Signatory Authorization***

At a duly authorized meeting of the Board of Directors held on \_\_\_\_\_ at which all the Directors were present or waived notice, it was voted that \_\_\_\_\_ of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by \_\_\_\_\_, shall be binding upon this company.

**A TRUE COPY ATTEST:**

\_\_\_\_\_  
(Clerk of the Corporation) (Print Name & Signature)

Place of Business: \_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
and that

(Print Name of Corporation)

\_\_\_\_\_ is duly elected

\_\_\_\_\_ of said

(Print Name of Officer)

(Print Signatory Name & Title)

Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk of the Corporation)

(CORPORATE SEAL)

**IF A FOREIGN CORPORATION:** I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

**(check one)**    ☐ Not Applicable    ☐ I comply and am registered and in good standing with the Massachusetts Secretary of State.

**NOTARIZATION:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## ATTACHMENT A

The Designer Fee Schedule Breakdown dated                      is incorporated and made part of this Contract.

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**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

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(Name of person signing bid or proposal)

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(Name of business)



**ATTACHMENT C**

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____ Signature of person submitting bid or proposal*	By: _____ Signature of Corporate Officer (mandatory, if applicable)
----------------------------------------------------------	---------------------------------------------------------------------------

\_\_\_\_\_  
Social Security Number or Tax I.D. \*\*

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\*This number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax payment obligations.

## **ATTACHMENT D**

### **SCOPE OF DESIGNER'S SERVICES**

The following sets forth the scope of Services to be performed by the Designer. The Designer's Services shall be performed in the Phases as follows:

#### **Phase I: Final Schematic Design**

##### **A. Site Planning and Development**

- A. Site planning and development shall consider all pertinent data and the parking, roadway, playground etc. requirements developed in the programming phase.
- B. Prepare a list of any needed site improvements that may not be identified and provide a detailed cost estimate.

##### **B. Design Development**

- A. Develop schematic floor plans, elevations, and perspective drawings. Prepare schematic building design plans including floor layout plans and elevations.
- B. Develop site criteria consistent with local zoning ordinances, with special attention to building footprint area(s), parking and vehicular circulation in order to determine the minimum buildable site area required.
- C. Create a master file of all pertinent state and local zoning by-laws, building codes and building safety requirements and submit such file or copies thereof to the City.
- D. The Designer shall submit a detailed schedule indicating/confirming Project milestones.
- E. Update the program upon completion of a detailed square footage list.
- F. Meet with regulatory agencies as required including (State, Federal & Local Officials) regarding any concerns and prepare applications for permits and approvals.
- G. At the end of the Schematic Design Phase the Designer will prepare and submit to the Owner a revised construction cost estimate.

##### **C. Other Work:**

- A. Prepare a detailed statement of all probable costs for the creation of the design documents (including costs of plans and specifications) and estimated costs for development and construction of the Phase 1 – Fire Station, including estimated costs for Project oversight, Project administration, as well as producing documents as required by the bidding procedure.

This information will be used to seek funding for the design & construction phase.

- B. Assist the Fire administration in determining estimated comparative operating costs associated with the various conceptual building designs.
- C. Attend all meetings (including evening meetings) as necessary to assist in disseminating information and providing explanations. Provide all drawings, paperwork and Power Point presentations required.

## **Phase II: Design Development**

### **1. Sitework**

- A. Update site plan to include firm placement of buildings on site and their relationship to each other (adjacent, connected to each other). Identify appropriate spot elevations at buildings. Firm up proposed contours. Show all site utilities and drainage structures. Indicate contract limit lines.
- B. Clarify parking capacities (staff, parents, volunteers, etc.) and vehicular circulation. Also indicate service access sidewalks and interconnecting walking paths.
- C. Develop a landscape plan that indicates major elements such as berms, screens, planting groups, foundation plantings, walkway materials, bollards, fencing, lighting strategies and retaining structures.

### **2. Building Design**

- A. Show updated floor plans with all programmed spaces, key dimensions and proposed finish schedules. Provide room names or numbering system with legend (show square footage by area).
- B. Provide updated elevations, indicating materials, window types, canopies, etc.
- C. Develop building sections as required to adequately explain internal volumes, circulation, major spaces, etc. Also develop wall sections to indicate and understand floor to floor relationships, plenum spaces, materials, structural assemblies and wall penetrations. Include dimensioning.
- D. Provide mechanical design drawings indicating proposed system design, equipment type and placement, main duct runs and mechanical rooms. Show boiler room area with proposed boilers, pumps, compressors. Determine with the Owner all areas to be considered for air conditioning.
  - 1) Heating, Ventilating and Air Conditioning Drawings
    - a) The heating and cooling systems indicating in sufficient detail the source of heat and cooling and method and location of heating and cooling distribution and controls within the building.

- b) Show locations and approximate sizes of piping systems.
- c) Provide electrical design drawings indicating proposed design. Indicate main electrical room, sub-panel and transformer placement. Show typical classroom distribution. Coordinate with FF&E so as to accommodate computer placement, TV's and video equipment. Indicate head end room and cable junction points.

## 2) Electrical Drawings

- a) All service connections and electrical equipment (panels, transformers and switch gear) shall be located on the drawings.
- b) Lighting shall be indicated as to type, location and intensities in foot-candles for each space, room, or typical space.
- c) All services for special purposes shall be located and indicated.
- d) Coordinate all emergency power circuits and emergency generators with the Owner.
- e) Show normal and emergency lighting distribution on reflected ceiling plan.
- f) Provide plumbing and fire protection design drawings indicating main and distribution piping, elementary classroom sinks, lavatory layout and placement. Indicate service to related equipment.

## 3.) Fire Protection Drawings

- a) Floor plans indicating wet or dry type systems hose racks or cabinets and fire department tie-ins. For tile ceilings, sprinkler heads shall be located on centerline of tiles.
- b) Fire protection Systems over \$10,000 shall be included as a filed sub-bid.

## 4) Plumbing Drawings

- a) Floor plans indicating locations of all plumbing fixtures and special features, and approximate size of all piping systems, principal items of equipment and typical riser diagrams.

- E. Provide structural design drawings that indicate major structural components, manner of connection, bracing and deck work. Determine foundation design and intended materials.

## 1) Structural Drawings

- a) Locations and dates of test boring holes and results of soil investigation including water levels, allowable soil bearing pressure and bottom grades of footings and slabs.
- b) Alternate structural designs with comparative cost estimates as required.
- c) Structural drawings indicating type and character of structural systems, including sized of typical members.

F. Provide outline specifications. Identify Filed Sub-Bids and proprietary items.

1) Specification Requirements

- a) Outline specifications that are to accompany Design Development Drawings shall consist of a comprehensive description of the project and the materials proposed for use in the work. No detailed specification of materials or workmanship procedure need be included; however, the general scope shall be indicated by Sections as required for Construction Specifications. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN" for establishing control and coordinating the various criteria to satisfy the needs of the program. The "BASIS OF DESIGN" shall be an narrative description of the project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or system.
- b) The following is a list of items which shall be considered in this phase of design:
  - 1) Site Work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
  - 2) Footings; on earth, rock, piles, caisson, proposed bearing pressures, boring logs, reasons for adopting system proposed.
  - 3) Foundation walls; type of concrete, reinforced, type and extent of waterproofing.
  - 4) Footing drains; type, disposal of drainage.
  - 5) Exterior Walls; superstructure, type, materials, brick type and coursing, alternate cladding, back-up materials, damp proofing material and extent, special features.
  - 6) Roofs; types, vapor barrier, insulation, flashing, materials.
  - 7) Flashing; general types, materials, weights, where each type is to be used.

- 8) Sheet metal; gutters, leaders, other uses, except flashing.
- 9) Window; general types, materials, section weights, sub-frames finish, glazing, screens.
- 10) Doors, exterior and interior; types and thicknesses.
- 11) Steps, exterior; including platforms, landings, wall; materials and finishes.
- 12) Partitions; materials, thicknesses, and finishes.
- 13) Framing; wood or metal systems in according with general design requirements.
- 14) Partitions; materials, thicknesses, and finishes.
- 15) Cabinet and casework; types and materials.
- 16) Food Service Equipment; types and materials
- 17) Furring; lathing, plastering, materials and location.
- 18) Insulation thermal; types, thicknesses, methods of application and location.
- 19) Acoustical treatment; types, thicknesses, methods of application and location.
- 20) Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.
- 21) Fire Protection; standpipe systems, sprinkler systems, fire pumps and accessories.
- 22) Water supply, source, location of main to which connection will be made, type of pipe for service main, load requirements, load factors and pressures.
- 23) Sanitary sewer; sewage disposal system, pipe and other materials.
- 24) Storm sewers; flowage disposal system, pipe and other materials.
- 25) Gas main; material, size and location.

- 26) Plumbing; systems such as wastes, vents, hot water, cold water, gas, air, oxygen, vacuum, main source of supply, materials for each, water heaters, pumps, thermal insulation, fixtures quality, all special features.
- 27) Heating, ventilating and air conditioning; type of heating and refrigeration plants, types and capacity of boilers and cooling equipment, fuel, grade and oil, type of burners, fuel storage, beaters, feed water pumps and heaters, thermal insulation, type of heating medium, supply and return piping, radiation, unit heaters, radiant heating, air conditioning, special features.
- 28) Electric work; service connection, location, institution or public utility, overhead or underground, transformers including type and location, types of conduit and wiring, types of fixtures, location of main switchboard, specials such as doctors and nurses call systems, radio, fire alarm, telephone, public address, emergency lighting and wiring, emergency or other generators, special features, including Master TV information retrieval and/or data processing system.
- 29) Elevators, escalators, dumbwaiters, and platform lifts; capacities, speed, travel in feet, landings, operation, controls, platform sizes, machine type and location, car and entrance finishes, signals.
- 30) Other built-in equipment, types and materials

1) Estimating Requirements

- a) During the Design Development phase, cost estimates shall be developed in as much detail as the drawings and specifications permit.
- b) Cost estimates in the Design Development Document phase shall be prepared by competent estimators as required by the Designers Contract. The estimator is subject to the City's Approval.
- c) A total cost for each Section of the Specification shall be included.
- d) The estimate shall reflect the current construction cost. The total cost shall include a contingency factor, as determined by the Designer. The anticipated bid date will be verified by the City of Bedford with the Designer's input. The Designer shall include all inflation/escalation factors.
- e) Summary sheet shall be developed which shall contain each section of the work as well as the following:

- 1) The date that the estimate was prepared. (Value Date)
- 2) The anticipated bid date.
- 3) The project and contract number
- 4) The title and location of project
- 5) The name of the Designer
- 6) The name of the Estimator
- 7) The site cost (including all utilities)
- 8) The building cost (including fixed equipment
- 9) The estimated construction cost of each section of the work totaled.
- 10) The gross square footage of building.
- 11) The net square foot cost of building.
- 12) Indicate ratio of net to gross square footage.
- 13) Unit user cost (student, bed, inmate, etc.)
- 14) Estimated number of calendar days required for construction of the project.

### **Phase III: Construction Documents and Bidding**

#### **1. Site Plans**

- A. Coordinate with City planning, Zoning and Conservation Commission regarding local requirements.
- B. Site drawings showing contract limits, existing and proposed contours, water flow indicators, all significant topographical features, proposed utilities and connections to existing counterparts.

Site Drawings shall indicate the following:

2. Layout and location of all proposed work including buildings, structures, retaining walls and other site improvements with details.



- A. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks, and boring locations.
- B. Landscaping and planting including contract limit line and storage area for construction materials.
- C. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, sanitary and storm drainage including size, composition, grades and directions of flow. (Note to the Designer: Use a separate site drawing to show utilities on projects with excessive layouts and details).
- D. The Designer shall certify, in writing, to the City that applicable local and state officials have been contacted regarding each utility connection and that the department responsible for permits or connection approval has agreed to the system's use.
- E. On projects where walks are elevated by curbing, provide curb cuts with ramps to meet the physically handicapped requirements.
- F. Indicate location of transformers and generators and connections to offsite power source. Show all underground service from buildings to sweeps at off-site pole. Show all site lighting. Include cabling and access. Indicate proposed pole and fixture types.
- G. Proposed building placements, limits and spot elevations, show appropriate dimensioning.
- H. Pedestrian and vehicle circulation and all proposed landscaping elements.
- I. Indicate site amenities such as benches, site lighting and signage.
- J. Provide large-scale drawings to show intent as to configuration and installation of site elements. Provide details for storm and sewer system elements, paving and curb requirements.

### 3. Building Plans

- A. Foundation drawings indicating proposed configuration and construction of spread footings, frost walls, slabs, etc. and all other information as required. Include soil bearing requirements and reference borings schedule. Indicate penetrations, steps, interior footings and reinforcement.
- B. Provide detail and/or section drawings as required. Dimension all drawings and indicate all appropriate elevation references.
- C. Identify slab type, thickness and required finish. Show expansion and construction joints. Detail connections to foundation wall. Dimension as

required. Provide necessary information regarding soil condition/requirements under slab.

- D. Provide reinforcement schedule. Detail as required.
- E. Identify framing members by size and type. Show location. Include lateral bracing. Include metal decking selection for floor decks and roofs.
- F. Detail connections to other members, to decking and to concrete footings/foundation. Show lap and bearing minimums.
- G. Provide demolition plans identifying extent of demolition.
- H. Architectural drawings to include plans for all floors and roof areas. Fully dimension all drawings. Insure section, note and detail references are coordinated with other sheets. Provide locus reference, scale and revision dates.
- I. Show all roof drains, expansion joints, indicate drainage flows and show all penetrations and all projections, including equipment. All roof details should be discussed with specified manufacturers to ensure compliance with standard manufacturer standards.
- J. Clearly identify room names and numbers using a system approved by the Facilities Department.
- K. Take sections through the plans as necessary to explain intended design factors and technical assembly.
- L. Show all elevations in sufficient detail and scale to communicate intent. Ensure section, note and detail references are coordinated. Call out all appropriate elevation references (top of foundation, floors, floor to floor distances, top of wall, etc.). Coordinate with other drawings.
- M. Provide detail sheets and building section drawings sufficiently informative so as to provide information necessary to construct the project. Closely review standard details for consistency with this project.
- N. Provide large scale drawings (plans, elevations, etc.) to explain intent as to interior features such as casework, stair construction, interior lights, tile patterns, wainscoting and recessed items. Key accurately to plans.
- O. Provide reflected ceiling plan to indicate soffits, access panels and ceiling tile configuration.
- P. Keying/Locking plan acceptable to the Facilities Department.

- Q. Provide phasing plans to identify construction phasing.
- R) Legend of materials, abbreviations and symbols.
- S) Wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and other details showing all conditions.
- T) Exterior and interior elevations and cross-sections including floors to ceiling heights. Designate all items of materials.
- U) Details for roofing, flashing, insulation, windows, doors, entrances, interior and exterior walls, expansion, control or construction joints, water stops, stairs, handrails, millwork and built-in equipment.
- V) Locations of all mechanical and electrical penetrations through walls and floors.

#### 4. Structural Drawings

- A) Boring plans with dates, ground elevation water level, and bottom grades of footings and slabs plotted.
- B) Foundation plan with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressure and live loads for each area.
- C) Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.
- D) Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimension and grades for all footings, steps and wall openings.
- E) Complete details and section and dimensions for all construction including expansion and construction joints reinforcing and other embedded items.
- F) Schedule (with dimensions) for all lintels, beams, joists and columns.
- G) Unless detailed on the drawings, the following information shall appear in the general notes, Sheet S-1: class and 28 day strength of concrete's for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel, bend point, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual or Standard Practice for

Detailing Reinforced Concrete.” Structural steel fabrication shall be in accordance with the AISC “Manual of Steel Construction.”

- H) Roof structural systems shall be designed for a minimum of ¼ inch per foot pitch to roof drains.

5. Fire Protection Drawings:

- A. Fire protection drawings shall indicate standpipe systems, sprinkler systems, access panels, fire pumps and accessories.
- B. Fire Protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the City’s Facilities Department.

6. Mechanical Drawings

- A. Where applicable, provide demolition drawings identifying extent of demolition.
- B. Where applicable, indicate all proposed equipment, in place and complete. Show connected supply, return and vent piping distribution system. Indicate flow diagram. Show all supply and exhaust ductwork. Call out insulated portions of system. Identify unit ventilators, baseboard heat and cabinet heaters. Provide a DDC controls system.
- C. Provide schedule and symbol legend for all abbreviations shown on drawings.

7. Plumbing Drawings

- A. Where applicable, provide demolition drawings indicating extent of demolition.
- B. Show all piping. Include riser diagrams and necessary venting. All piping shall be carefully sized and all sizes shall be indicated on drawings and riser diagrams. All directions of flow and pitch of piping.
- C. Where applicable, show all piping for the sanitary system. Show all accessories necessary for installation and proper operation to and including all building fixtures and connections to site sewer piping. Coordinate with site drawings.
- D. Show all system requirements necessary for gas or air systems.
- E. Coordinate with City Department of Public Works regarding local requirements, back-flow prevention and connection tie-ins.

- F. Diagram all necessary components for a complete fire protection system including main and secondary piping. See Fire Protection
- G. Show head location diagram. Indicate connection and equipment located in Sprinkler head-in room. See Fire Protection
- H. Provide a schedule and symbol legend for all abbreviations on drawings.
- I. Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the City.
- J. Trapping and venting of all plumbing fixtures including floor drains.
- K. Clean-outs in accordance with the Mass. State Plumbing Code.

## 8. Electrical Drawings

- A. Building Service: Indicate main panel and main breaker location. Coordinate with site drawings. Show location of meter.
- B. Show control, telephone, public address, and cable and sound wiring. Indicate locations of all receptacles. Identify devices and their location.
- C. Indicate all necessary support equipment and methods. Show cable trays, backboards, conduit supports, drops and wall penetrations to head end room and service points.
- D. Indicate type and location of all fixtures and switches. Indicate circuit wiring to fixtures. Indicate suspension requirements.
- E. Electrical drawings shall indicate the following:
  - 1) Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the City.
  - 2) Interior lighting system; type of wiring, light fixture schedules, location and mounting heights of all fixtures, receptacle and switch outlets, sizes and types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on the drawings. Indicate details and method of supporting electrical fixtures and conduits. Designer shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members.
  - 3) Power System; locations, types, and methods of control for all motors, heaters, appliance, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams.

- 4) Exterior lighting; location, size, and types of transformers, luminaries, poles, light standards, cables, ducts, and manholes, details or control equipment and connecting diagram.
- 5) One line diagram indicating load in KVA, and available short circuit amperes at each transformer, switchboard, distribution panel board, branch circuit panelboard, and at major pieces of equipment.

F. Indicate all fixtures connected to emergency lighting scheme.

G. Provide demolition drawings indicating extent of demolition.

## 9. Heating, Ventilation and Air Conditioning

Heating, Ventilation and Air Conditioning Drawings shall indicate the following:

- A. HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical or other drawings except with prior approval of the Owner.
- B. All piping and ductwork systems shall be located, sized and designed acoustically per the user's needs.
- C. All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.
- D. All ductwork shall be shown double line unless otherwise approved in writing by the Owner.

## 10. Bidding and Award

- A. Open bid packages at the appointed time and review them for proper format and inclusion (DCAMM certification, update sheet, bid bond, acknowledged addenda, etc.). Compile bids in a spreadsheet format. Provide recommendation to Owner.
- B. Prepare all addenda during the bid period.
  - 1) All questions by the prospective bidders as to the interpretation of the Notice to Contractors, forms of proposal, forms of contract, drawings, specifications or form of performance bond and labor and materials bond shall be submitted in writing to the Owner with a copy to the Designer.
  - 2) The Designer shall immediately draft a response to the Owner relative to all questions and shall include his recommendation for possible inclusion in an addendum.

- 3) The Designer shall compute, establish and itemize the added cost or deduction to the estimated contract price for all items to be included in the addendum.
  - 4) The necessity and cost of the proposed addendum shall be written in a separate letter provided that the Owner has been verbally informed as to the necessity and cost.
  - 5) The addendum shall be clearly typed on good quality unfolded bond paper and delivered to the Owner at least seven working days prior to the receipt of sub-bids or if no sub-bids are involved, seven working days prior to the receipt of general bids. The Designer shall forward the addendum to sub-bidders and general bidders.
  - 6) Addendum pages, including any drawings, shall be numbered consecutively with total attachments indicated on each page, i.e. page 1 of 8, page 2 of 8.
- C. Attend sub-bid openings
- D. Review and evaluate sub bids
- E. Attend General Contractors' bid opening
- F. Review and evaluate general bids
- G. Review qualifications of the lowest responsible, eligible general bidder.

#### **Phase IV: Construction Administration**

1. Pre-Construction Conference:

Upon acceptance of bids, assist Owner in preparation of the construction contract and hold a pre-construction conference with general and all available sub-bidders. The agenda will be the General and Special Conditions, scheduling and administrative requirements (e.g. weekly submission of prevailing wage sheets, schedule and as-built updates prior to requisition approvals, pencil requisition consideration, substitutions, etc.) of the project. The Designer shall take minutes of the pre-construction meeting and distribute to attendees.

2. Construction Period:

As the project commences, the Designer will visit the site as required, but not less than once a week, to become familiar with and ensure that the Work is proceeding according to the contract documents. Additionally, the Designer will attend weekly project meetings, taking notes as required to provide weekly meeting minutes to be completed and distributed to all parties prior to the next meeting.

3. Progress Schedule:

The Designer shall include in the General Conditions a Contractor requirement to develop, submit and regularly update a progress schedule in a format acceptable to the Owner. The Designer will review this schedule to ascertain its completeness and feasibility within the project timelines.

4. Shop Drawings:

The Designer shall be responsible for tracking, reviewing and approving all shop drawings required by the project. A control document identifying the status of all required submissions shall be kept and attached to the meeting minutes.

5. Requisitions for Payment:

The Designer will include in the General Conditions, a requirement that the Contractor will submit a Schedule of Values and a Payment Schedule apportioned across the length of the project and consistent with the Construction Progress Schedule. The Schedule of Values shall include a separate line for General Conditions as for all other aspects of the Work.

The Designer will review a "pencil requisition" with all parties at the appropriate project meeting. If it is acceptable as is or is amended reflecting only work completed in the previous pay period, and not anticipated to be done by the end of the month, the final requisition shall be submitted.

6. Change Orders:

The Designer shall develop change proposals, if any, as generated by his/her office or the Owner as well as reviewing and making recommendations regarding contractor-requested change proposals. Such proposals shall be reviewed by the Designer and a written summary recommendation submitted to the Owner.

The Designer shall develop the change order document for approval and signature by all parties. A change order log shall be developed that tracks all requests and their status. This log shall also be attached to the meeting minutes and reviewed weekly.

In summary the Designer shall act as an agent of the Owner and administrate the project throughout the entire construction phase, as follows:

- (a) Attend pre-construction meetings
- (b) Take minutes of all meetings
- (c) Conduct weekly project meetings with consultants in attendance if required



- (d) Recommend approval of schedule of values
- (e) Approve progress schedule
- (f) Review and approve shop drawings and samples
- (g) Conduct timely work progress inspections with consultants
- (h) Review Record drawings monthly
- (i) Evaluate and recommend General Contractor's monthly payments
- (j) Participate in the approval of payment for stored material.
- (k) Prepare request for proposals for change orders
- (l) Participate in change order process
- (m) Recommend on extensions of time
- (n) Contract for and monitor applicable construction testing
- (o) Arrange for periodic project progress photographs
- (p) Monitor General Contractor's performance
- (q) Provide all clarification to Contract Documents.

#### 7. Project Close-Out:

As operating and maintenance manuals are submitted, they are to be reviewed and approved by the Designer. The Designer shall review all as-built documents for completeness and accuracy.

The Designer shall certify that the Contractor has achieved Substantial Completion when the Work has thus proceeded *and* a provisional Certificate of Occupancy has been obtained. The Designer shall develop a comprehensive punch list that, once completed, will satisfy the requirement to complete.

#### 8. Contract Close Out Procedures:

- a) The Designer shall submit a checklist of all closeout documents to the Facilities Department prior to the delivery of close out documents.
- b) Upon notification by the General Contractor that less than one percent of the work remains to be completed, conduct a semi-final inspection.
- c) Establish a final punch list and monetize it.
- d) Recommend amount of semi-final payment to the General Contractor
- e) Obtain all operations and maintenance manuals

- f) Confirm that all operations and maintenance instructions have been given to the Owner
- g) Obtain all guarantees and warranties beyond the normal one year guarantee
- h) Confirm that spare parts, maintenance materials and replacement products have been delivered to the Owner
- i) Insure that appropriate documentation is submitted and proper inspections have taken place to secure an Occupancy permit.
- j) Sign final acceptance papers. Sign an affidavit of compliance that certifies that the construction has been inspected and that it complies with contract documents and all the regulations of the Massachusetts Building Code
- k) Evaluate General Contractor's performance

**SCHEDULE I**  
**Schedule of Performance of Services**

<u>Phase</u>	<u>Completion Date</u>
<b>PHASE I Final Schematic Design:</b>	
Design to proceed with chosen option	_____
Final Schematic Design Proposal	_____
<b>PHASE II Design Development:</b>	
Final Schematic Design Development	_____
<b>PHASE III Construction Documents &amp; Bidding:</b>	
Contract Completion: Contractors/Designers	_____
<b>PHASE IV Construction Administration</b>	
Sign final acceptance papers	_____

**SCHEDULE II**  
**COMPENSATION TO DESIGNER**

<u>Phase</u>	<u>Approx. %</u>	<u>Amount</u>
<b>Phase I: Final Schematic Design</b>	____%	\$_____
<b>Phase II: Design Development</b>	____%	\$_____
<b><i>Phase III: Contract Completion: Contractors/Designers</i></b>	____%	\$_____
<b><i>Phase IV: Bidding</i></b>	____%	\$_____
<b><i>Phase V: Construction Administration</i></b>	____%	\$_____
<b>Total (Without optional Additional Services)</b>		\$_____